

June 30, 2005

The Honorable Charles Terreni Chief Clerk and Administrator South Carolina Public Service Commission Post Office Drawer 11649 Columbia, South Carolina 29211

RE:

Revised Rate Tariffs to Reflect Fuel Charge Adjustment

Docket No. 2005-001-E

Dear Mr. Terreni:

Pursuant to the South Carolina Public Service Commission's order dated June 23, 2005, in the above referenced docket, enclosed is an original and ten (10) copies of Carolina Power & Light Company's d/b/a Progress Energy Carolinas, Inc. rate schedules, riders and other tariffs that have been revised to reflect the approved fuel factor of 2.200 cents per kWh.

In addition to the schedules impacted by this fuel adjustment, all other schedules, forms of contract, rules and regulations are filed pursuant to Commission Rule R8-25. These documents have been revised to reflect the business name of "Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc." No other changes have been included other than the clarification regarding the operating name.

Very truly yours,

Len S. Anthony

Deputy General Counsel – Regulatory Affairs

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Attachments

STATE OF SOUTH CAROLINA BEFORE THE PUBLIC SERVICE COMMISSION

DOCKET NO. 2005-1-E

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In the Matter of:			کی آ می
Carolina Power & Light Company,)		5, 4
d/b/a Progress Energy Carolinas, Inc., -)	CERTIFICATE OF SERVICE	
Annual Review of Base Rates for Fuel)		
Costs)		

I, Len S. Anthony, hereby certify that Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc.'s (PEC) Revised Rate Tariffs to Reflect Fuel Change has been served on all parties of record either by hand delivery or by depositing said copy in the United States mail, postage prepaid, addressed as follows this the 30th day of June 2005:

Florence P. Belser, Esq. State of South Carolina Office of Regulatory Staff P.O. Box 11263 Columbia, SC 29211 Mr. Scott Elliott SC Energy Users Committee 721 Olive Street Columbia, SC 29205

Garrett A. Stone, Esq. Brickfield, Burchette, Ritts & Stone, P.C. 1025 Thomas Jefferson Street, NW Eighth Floor, West Tower Washington, DC 20007 Thomas S. Mullikin, Esq. Moore & Van Allen, PLLC 100 North Tryon Street Suite 4700 Charlotte, NC 28202

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Len S. Anthony

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Tel: 919-546-6367

SOUTH CAROLINA - LISTING OF TARIFFS AND CONTRACT FORMS

Rate Schedules

- Residential Service Schedule RES
- Residential Service Time-of-Use Schedule R-TOUD
- Residential Service All-Energy Time-of-Use Schedule R-TOUE
- Small General Service Schedule SGS
- Medium General Service Schedule MGS
- Seasonal or Intermittent Service Schedule SI
- Small General Service (Time-of-Use) Schedule SGS-TOU
- Small General Service (Thermal Energy Storage) Schedule SGS-TES
- Large General Service Schedule LGS
- Large General Service (Time-of-Use) Schedule LGS-TOU
- Large General Service (Curtailable) Schedule LGS-CUR-TOU
- Church and School Service Schedule CSG
- Church and School Service Schedule CSE
- General Service Schedule GS
- Traffic Signal Service Schedule TSS
- Area Lighting Service Schedule ALS
- Street Lighting Service Schedule SLS
- Street Lighting Service Residential Subdivisions Schedule SLR
- Sports Field Lighting Service Schedule SFLS

Retail Riders

- Standby and Supplementary Service Rider No. 7
- Highly Fluctuating or Intermittent Load Rider No. 9
- Public Housing Project Service Rider No. 18
- Military Service Rider No. 28
- Adjustment for Fuel Costs Rider No. 39
- Cotton Ginning Rider No. 42
- Curtailable Load Rider No. 58
- Curtailable Load Rider CL
- Dispatched Power Rider No. 68
- Residential Service Energy Conservation Rider RECD
- Standby Service Rider SS
- Incremental Power Service Rider IPS
- Economic Redevelopment Rider ERD



Other Tariffs, Contract Forms And Procedures

- Service Regulations
- Line Extension Plan E
- Standard Service Voltages
- Cogeneration and Small Power Producer Schedule CSP
- Standard Terms and Conditions for the Purchase of Electric Power
- Application for Supply of Electricity
- Application for Street Lighting Service and Exhibit No. 1, Company-Owned Street Lighting System
- Application for Electric Service for Traffic Signals and Exhibit No. 1, Customer's Traffic Signals Form
- Application for Standard Contract By a Qualifying Cogenerator or Small Power Producer
- Premier Power Service Contract Form

RESIDENTIAL SERVICE SCHEDULE RES-4

AVAILABILITY

This Schedule is available when electric service is used for domestic purposes in and about a residential dwelling unit, including electric service used on a farm and in the preparation of the farm's products for market. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence.

Service under this Schedule is not available for processing (or handling) for market of farm products produced by others; for separately metered farm operations; for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); for commercial or industrial purposes; for other uses not specifically provided for by the provisions herein; or for resale service.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

I. For Single-Phase Service:

Bills	s Rendered During July - October	Bills Rendered During November - June
A.	Basic Facilities Charge:	Basic Facilities Charge:
	\$6.50 per month	\$6.50 per month
B.	Kilowatt-Hour Charge:	Kilowatt-Hour Charge:
	8.632¢ per kWh for all kWh	8.632¢ per kWh for the first 800 kWh 7.632¢ per kWh for the additional kWh

RESIDENTIAL SERVICE TIME-OF-USE SCHEDULE R-TOUD-4

AVAILABILITY

This Schedule is available on a voluntary basis when electric service is used for domestic purposes in and about a residential dwelling unit, including electric service used on a farm and in the preparation of the farm products for market. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence.

Service under this Schedule is not available: (1) for processing (or handling) for market of farm products produced by others; (2) for separately metered farm operations; (3) for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); (4) for commercial or industrial purposes; (5) for other uses not specifically provided for by the provisions herein; or (6) for resale service.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

This Schedule is applicable to all electric service of the same type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

- I. For Single-Phase Service:
 - A. Service used during calendar months of June through September:
- B. Service used during calendar months of October through May:

Basic Facilities Charge:

1. <u>Basic Facilities Charge</u>:

\$9.60

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\$9.60

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FUEL ADJUSTMENT

Fuel costs of \$.02200 per kWh are included in the kWh charges and are subject to adjustment by order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission. The additional charge of 1% is not applicable when Customer has had no previous arrears in the preceding 12 months and has been a customer at this location for a continuous 12-month period.

CONTRACT PERIOD

The Contract Period shall be on a monthly basis. For a customer who has previously received service under this Schedule or its predecessor, at the current location, the Contract Period shall not be less than one year.

GENERAL

Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions thereof, or additions thereto lawfully made.

RESIDENTIAL SERVICE LOAD CONTROL RIDER NO. 56 TERMINATION RIDER

Pursuant to Order of the Public Service Commission of South Carolina which terminated the Company's EZ-\$64 Residential Load Control Rider No. 56T dated September 3, 1998, the Monthly Rate includes a decrement of 0.019 cents per kilowatt-hour, effective for bills rendered on and after January 1, 1999.

Supersedes Schedule R-TOUD-96 Effective for bills rendered on and after July 1, 2005

R-TOUD-4 Sheet 3 of 3

RESIDENTIAL SERVICE ALL-ENERGY TIME-OF-USE SCHEDULE R-TOUE-4

AVAILABILITY

This Schedule is available on a voluntary basis when electric service is used for domestic purposes in and about a residential dwelling unit, including electric service used on a farm and in the preparation of the farm products for market. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence.

Service under this Schedule is not available: (1) for processing (or handling) for market of farm products produced by others; (2) for separately metered domestic or farm operations; (3) for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); (4) for commercial or industrial purposes; (5) for other uses not specifically provided for by the provisions herein; or (6) for resale service.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

This Schedule is applicable to all electric service of the same type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

- I. For Single-Phase Service:
 - A. Service used during calendar months of June through September:
 - 1. Basic Facilities Charge:

\$9.60

2. kWh Energy Charge:

14.820¢ per on-peak kWh 4.215¢ per off-peak kWh

- B. Service used during calendar months of October through May:
 - 1. Basic Facilities Charge:

\$9.60

2. <u>kWh Energy Charge</u>:

14.233¢ per on-peak kWh 4.215¢ per off-peak kWh

Regulations of the South Carolina Public Service Commission. The additional charge of 1% is not applicable when Customer has had no previous arrears in the preceding 12 months and has been a customer at this location for a continuous 12-month period.

CONTRACT PERIOD

The Contract Period shall be on a monthly basis. For a customer who has previously received service under this Schedule or its predecessor, at the current location, the Contract Period shall not be less than one year.

GENERAL

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Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions thereof, or additions thereto lawfully made.

RESIDENTIAL SERVICE LOAD CONTROL RIDER NO. 56 TERMINATION RIDER

Pursuant to Order of the Public Service Commission of South Carolina which terminated the Company's EZ-\$64 Residential Load Control Rider No. 56T dated September 3, 1998, the Monthly Rate includes a decrement of 0.019 cents per kilowatt-hour, effective for bills rendered on and after January 1, 1999.

Supersedes Schedule R-TOUE-96 Effective for bills rendered on and after July 1, 2005

R-TOUE-4 Sheet 3 of 3

SMALL GENERAL SERVICE SCHEDULE SGS-4

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, with a Contract Demand of less than 30 kW, until the Customer's registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or until the Customer's registered demand equals or exceeds 50 kW.

This Schedule is not available: (1) for residential service, (2) for resale service, (3) for a Contract Demand of 30 kW or more, (4) whenever the monthly registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or (5) whenever the monthly registered demand equals or exceeds 50 kW. The Company may at any time conduct a test or install a demand meter to determine the maximum 15-minute demand.

When the Customer has installed generating or converting equipment that can operate in parallel with the Company's service, the Customer shall install the protective equipment acceptable to the Company that will protect the Company's employees, its other customers, and its distribution system. The Company shall have the right to suspend delivery of electricity to the Customer with such generating or converting equipment until the Customer has installed the protective equipment.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. For Single-Phase Service:

\$9.10 Basic Facilities Charge

9.982¢ per kWh for the first 2,000 kWh 6.815¢ per kWh for all additional kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$9.00.

FUEL ADJUSTMENT

Fuel costs of \$.02200 per kWh are included in the kWh charges and are subject to adjustment by order of the Public Service Commission of South Carolina.

MEDIUM GENERAL SERVICE SCHEDULE MGS-4

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, with a Contract Demand or a registered or computed demand of 30 kW and greater, but less than 1,000 kW. This Schedule is also available to an existing nonresidential customer if served under the Small General Service Schedule SGS on October 7, 1983 with: (1) a Contract Demand of 1,000 kW or more, until such time as service is terminated, or service is elected under another available schedule; or (2) a Contract Demand below 1,000 kW until such time as the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months or the Customer's Contract Demand is increased to 1,000 kW or more; whereupon, this Schedule will no longer be available thereafter.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) for resale service; or (4) for a new customer after October 7, 1983 with a Contract Demand of 1,000 kW or more, or whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. For Single-Phase Service:

\$9.10 Basic Facilities Charge

\$4.77 per kW of Billing Demand

6.067¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$9.00.

BILLING DEMAND

The Billing Demand shall be the greater of: (1) the maximum kW registered or computed, by or from the Company's metering facilities, during any 15-minute interval within the current billing month; (2) 80% of the maximum 15-minute demand during the billing months of July through October of the preceding 11 billing months; (3) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding 11 billing months; (4) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand; or (5) 30 kW.

MGS-4 Sheet 1 of 2

SEASONAL OR INTERMITTENT SERVICE SCHEDULE SI-4

AVAILABILITY

This Schedule is available for a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, and whose operation is normally seasonal or varies greatly from month to month; whose actual kW demand for at least two consecutive months is less than 30% of the greater of the Contract Demand or maximum demand registered in the preceding 12 months; and whose Contract Demand or registered or computed demand is 30 kW or more.

This Schedule is not available for short-term, construction, temporary, breakdown, standby or supplementary service, or for Contract Demands or loads of less than 30 kW or greater than 100,000 kW.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. For those months when service is used:

For Single-Phase Service

\$9.10 Basic Facilities Charge

9.982¢ per kWh for the first 2,000 kWh 7.042¢ per kWh for all additional kWh

For Three-Phase Service

The bill computed for single-phase service plus \$9.00.

II. A charge will be added to the monthly bill in each of three consecutive months in each contract year, to be referred to as facilities charge months. Facilities charge months shall begin with the first month service is taken or as specified in the Service Agreement, but shall not begin later than the tenth month of the contract year. The charge to be added during each facilities charge month will be determined as follows:

\$16.80 Customer Seasonal Charge

\$ 3.45 per kW Facilities Charge for each kW of demand registered in the first facilities charge month or the maximum 15-minute registered demand in the previous 11 months or the Contract Demand, whichever is greater.

SMALL GENERAL SERVICE (TIME-OF-USE) SCHEDULE SGS-TOU-4

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer with a Contract Demand less than 1,000 kW.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service, unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) for resale service; (4) for a Contract Demand of 1,000 kW or more; or (5) whenever Customer's registered or computed demand exceeds 1,200 kW in 2 or more of the preceding 12 months and an increase in the capacity of Company's facilities is required; or (6) whenever the registered or computed demand equals or exceeds 1,500 kW.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

- I. Service used during the calendar months of June through September:
 - A. <u>Basic Facilities Charge</u>:

\$19.75

- B. kW Demand Charge:
 - 1. \$10.35 per kW for all kW of on-peak Billing Demand
 - 2. \$ 1.00 per kW for all off-peak excess Billing Demand
- C. kWh Energy Charge:
 - 5.172¢ per on-peak kWh
 - 3.837¢ per off-peak kWh

FUEL ADJUSTMENT

Fuel costs of \$.02200 per kWh are included in the kWh charges and are subject to adjustment by order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, effective on and after January 1, 1989, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

RIDER APPLICATIONS

When this Schedule is used in conjunction with any applicable rider, the charges, if any, as stated in the rider will be adjusted to reflect the on-peak and off-peak periods and on-peak and off-peak charges in this Schedule unless specific and different on-peak and off-peak periods and charges are stated in the rider.

CONTRACT PERIOD

The Contract Period shall not be less than one year; except, for short-term, construction, or temporary service, the Contract Period may be for the period requested by Customer and in such event Customer agrees:

- 1. That the service supplied shall be for a continuous period until disconnected; and
- 2. That where it is necessary for Company to extend lines, erect transformers, or do any work necessary to supply service, Customer shall pay for the line extension in accordance with Line Extension Plan E.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Company's Service Regulations, and any changes therein, substitutions therefor, or additions thereto lawfully made.

METERING OF CONSTANT LOADS

Company may use a standard meter, without demand or time-of-use registration capability, for customers with equipment that supports an expectation of constant operation. In such event, Company is permitted to request Customer to furnish engineering specifications, meter history results, or other evidence to support this decision. The Monthly Rate shall be the Basic Facilities Charge plus a kWh Energy Charge of 5.426ϕ kWh. Customer shall notify Company in writing if Customer's equipment or mode of operation change to no longer support an expectation of constant operation. Company may at any time conduct a test or install a demand meter to monitor the load characteristics and maximum 15-minute demand of Customer's electrical requirement and install a meter with demand and time-of-use capability, if deemed appropriate, and bill Customer pursuant to the charges stated above in the MONTHLY RATE provision thereafter.

Supersedes Schedule SGS-TOU-96 Effective for bills rendered on and after July 1, 2005

SGS-TOU-4 Sheet 3 of 3

SMALL GENERAL SERVICE (THERMAL ENERGY STORAGE) SCHEDULE SGS-TES-4

AVAILABILITY

This Schedule is available on a voluntary basis for electric service when used for thermal storage equipment to provide space conditioning requirements by a nonresidential customer with a Contract Demand less than 1,000 kW. Thermal storage equipment as defined herein must incorporate storage mediums of water, ice, or other phase change materials and would normally utilize electrical loads of chillers, boilers, pumps, or fans.

This Schedule is not available: (1) for residential service; (2) for temporary service; (3) for service used for purposes other than thermal storage space conditioning equipment; (4) for breakdown, standby, or supplementary service; (5) for resale service; (6) for a Contract Demand of 1,000 kW or more; or (7) whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months.

APPLICABILITY

This Schedule is applicable to electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. <u>Basic Facilities Charge</u>: \$19.75

II. kW Demand Charge:

		Service Rendered During the Calendar Months Of:	
		June through September	October through May
A. B.	On-Peak Billing Demand Off-Peak Excess Billing	\$11.69 per kW	\$9.36 per kW
Б.	Demand	\$ 1.00 per kW	\$1.00 per kW

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, effective on and after January 1, 1989, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

Supersedes Schedule SGS-TES-96 Effective for bills rendered on and after July 1, 2005

SGS-TES-4 Sheet 3 of 3

LARGE GENERAL SERVICE SCHEDULE LGS-4

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer with either a Contract Demand that equals or exceeds 1,000 kW or whenever the registered or computed demand equals or exceeds 1,000 kW in the preceding 12 months.

This Schedule is not available (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year, (2) for resale service, (3) for short-term or temporary service, or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher or the voltage at which Customer was being served on October 7, 1983. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Basic Facilities Charge:

\$425.00

II. kW Demand Charge:

\$10.80 Per kW for the first 5,000 kW of Billing Demand

\$ 9.80 Per kW for the next 5,000 kW of Billing Demand

\$ 8.80 Per kW for all over 10,000 kW of Billing Demand

III. kWh Energy Charge:

4.172¢ per kWh

months of July through October of the preceding 11 billing months, or (2) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding 11 billing months, or (3) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand, or (4) 1,000 kW.

FUEL ADJUSTMENT

Fuel costs of \$.02200 per kWh are included in the kWh charges and are subject to adjustment by order of the Public Service Commission of South Carolina.

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, effective on and after January 1, 1989, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by Customer and in such event Customer agrees:

- (1) That the service supplied shall be for a continuous period until disconnected; and
- (2) That where it is necessary for Company to extend lines, erect transformers, or do any work necessary to supply service, Customer shall pay for the line extension in accordance with Line Extension Plan E.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

Supersedes Schedule LGS-96 Effective for bills rendered on and after July 1, 2005

LARGE GENERAL SERVICE (TIME-OF-USE) SCHEDULE LGS-TOU-4

AVAILABILITY

This Schedule is available on a voluntary basis for electric service used by a nonresidential customer with either a Contract Demand that equals or exceeds 1,000 kW or whenever the registered or computed demand equals or exceeds 1,000 kW in the preceding 12 months.

This Schedule is not available: (1) for breakdown, standby, or supplementary service, unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (2) for resale service; (3) for short-term or temporary service; or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher or the voltage at which Customer was being served on October 7, 1983. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Basic Facilities Charge:

\$425.00

II. kW Demand Charge:

		Service Rendered During the Calendar Months Of:	
		June through September	October through May
A.	On-Peak Billing Demand: First 5,000 kW of		
	Billing Demand	\$18.71 per kW	\$13.68 per kW
	For the next 5,000 kW of Billing Demand	\$17.71 per kW	\$12.68 per kW
	All over 10,000 kW of Billing Demand	\$16.71 per kW	\$11.68 per kW

LGS-TOU-4 Sheet 1 of 4

If subsequent changes in the use of Company's facilities occur which cause the reclassification of either transformers or lines, Customer's entitlement to the discount may be changed.

V. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities Charge plus a charge for 1,000 kW at the off-peak excess demand rate.

BILLING DEMANDS

- I. The on-peak Billing Demand shall be the maximum demand registered or computed by or from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed by or from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

N.

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

LGS-TOU-4 Sheet 3 of 4

LARGE GENERAL SERVICE - CURTAILABLE SCHEDULE LGS-CUR-TOU-4

AVAILABILITY

This Schedule is available for electric service used by a non-residential customer with a Contract Demand that equals or exceeds 5,000 kW of firm demand. This rate is available for a maximum of 150,000 kW of total system curtailable load.

This Schedule is not available: (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year, (2) for resale service, (3) for short-term or temporary service, or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

II.

I. Basic Facilities Charge:

\$425.00

Demand Charge:		Service Rendered during the Calendar Months of:		
		June through September	October through May	
A.	Firm Billing Demand: First 5,000 kW of Billing Demand	\$18.71 per kW	\$13.68 per kW	
	Next 5,000 kW of Billing Demand	\$17.71 per kW	\$12.68 per kW	
	All over 10,000 kW of Billing Demand	\$16.71 per kW	\$11.68 per kW	

LGS-CUR-TOU-4 Sheet 1 of 5

If subsequent changes in the use of Company's facilities occur which cause the reclassification of either transformers or lines, Customer's entitlement to the discount may be changed.

V. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities charge plus a charge for 5,000 kW at the Firm Billing Demand rate.

ON-PEAK HOURS:

I. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m. Monday through Friday, excluding holidays considered as off-peak.

II. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

OFF-PEAK HOURS:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

BILLING DEMANDS:

The Billing Demand shall be the maximum kW registered or computed, by or from the Company's metering facilities, during any fixed 15-minute interval within the current billing month in accordance with I through IV below:

I. Firm Billing Demand

The Firm Demand shall be the kW of demand specified in the Service Agreement, but not less than 5,000 kW, to which Customer shall reduce his requirement at the time specified by Company. Company at all times will endeavor to make available to Customer the Firm Demand specified in the Service Agreement.

II. Curtailable Billing Demands

Curtailable Demand shall be the kW of demand registered or computed by or from Company's metering facilities during each 15-minute interval in the current billing month less the Firm Demand but not less than zero.

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FUEL ADJUSTMENT

Fuel costs of \$.02200 per kWh are included in the kWh charges and are subject to adjustment by order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule 103-339(3) of the Rules and Regulations of the Public Service Commission of South Carolina.

CONTRACT PERIOD

The Contract Period shall be a minimum period of five (5) years, with successive extension periods of two years thereafter, unless modified or terminated by order of the South Carolina Public Service Commission or terminated by Customer at the end of the Contract Period by giving not less than sixty (60) days prior written notice.

The difference between the Contract Demand and the Firm Demand as specified in the Service Agreement is subject to adjustment at the end of the first 12 months of service under this Schedule. Thereafter, the difference between the Contract Demand and the Firm Demand shall only be reduced at the end of each 12-month period provided such reduction does not exceed 20% of the difference contained in the Service Agreement either: (1) at the beginning of the 13th month service was provided under this Schedule or under a curtailable rider, or (2) at the beginning of the preceding automatic extension of the Contract Period, whichever is later.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

Supersedes Schedule LGS-CUR-TOU-96 Effective for bills rendered on and after July 1, 2005

LGS-CUR-TOU-4 Sheet 5 of 5

CHURCH AND SCHOOL SERVICE SCHEDULE CSG-4

AVAILABILITY

This Schedule is available for electric service used in a church plant contracting to pay for service for twelve months in each calendar year when Company does not own equipment, other than meters or metering equipment, on Customer's side of the point of delivery.

This Schedule is also available for electric service used in educational and recreational buildings operated as an educational institution of elementary or high school level provided that no part of the school is used for boarding facilities to accommodate students or faculty members.

This Schedule is not available for service to other types of schools, such as an industrial, vocational or training school, or for service to a building which is wholly or partially used for other purposes not specifically provided for by the provisions of this Schedule or for breakdown, standby, or supplementary service.

This Schedule is not available for new applications after July 31, 1978. Customer will be billed on this Schedule until Customer requests another available schedule or until Company's review of the preceding 12 months' history indicates the total annual bill on another available schedule would have been equal to or less than billing under this Schedule.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

MONTHLY RATE

\$9.10 Basic Facilities Charge

13.674¢ per kWh

Minimum: The minimum charge shall be the Basic Facilities Charge plus \$3.00 for each kW of Demand in excess of 5 kW plus 2.907¢ per kWh. The kW of Demand shall be the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current billing month.

CHURCH AND SCHOOL SERVICE SCHEDULE CSE-4

AVAILABILITY

This Schedule is available when permanently installed electric space heating equipment is the only type of space heating equipment installed in either (1) all parts of the church plant, (2) in the church sanctuary and pertinent rooms thereto, (3) in all parts of the church plant, except the parts contained in item (2), (4) in a newly constructed church educational building with not less than fifty percent of the floor area of the existing church plant, excluding the parts contained in item (2), or (5) any separately metered church building comprising a part of the church plant.

This Schedule is also available for electric service used in educational and recreational buildings operated as an educational institution of elementary or high school level, when permanently installed electric space heating equipment is the only type of equipment installed for space heating purposes and all installed cooking and water heating equipment is electrical; provided that no part of the school is used for boarding facilities to accommodate students or faculty members.

This Schedule is not available for service to other types of schools, such as an industrial, vocational or training school, or for service to a building which is wholly or partially used for other purposes not specifically provided for by the provisions of this Schedule or for breakdown, standby, or supplementary service.

This Schedule is not available for new applications after July 31, 1978. Customer will be billed on this Schedule until Customer requests another available schedule or until Company's review of the preceding 12 months' history indicates the total annual bill on another available schedule would have been equal to or less than billing under this Schedule.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the three-phase 4 wire type will be supplied.

MONTHLY RATE

\$9.10 Basic Facilities Charge

11.084¢ per kWh

GENERAL SERVICE SCHEDULE GS-4

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer with a Contract Demand less than 1,000 kW, only if served under Small General Service Schedule SGS-67 on August 30, 1988. Customer will be billed under this Schedule until: (1) the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months; (2) Customer's Contract Demand is increased to 1,000 kW or more; (3) Customer requests another available schedule; or (4) Company's review of Customer's preceding 12 months' history indicates that the total annual bill on another available schedule would have been equal to or less than billing under this Schedule.

Customers served under Small General Service Schedule SGS-67 on August 30, 1988 with Contract Demands of 1,000 kW or more are also eligible for service under this Schedule if served under Small General Service Schedule SGS on October 7, 1983. Such customers will be billed under this Schedule until: (1) service is terminated; (2) Customer requests another available schedule; (3) Customer's Contract Demand is increased; or (4) Company's review of Customer's preceding 12 months' history indicates that the total annual bill on another available schedule would have been equal to or less than billing under this Schedule.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; or (3) for resale service.

This Schedule is not available for new applications after January 31, 1989.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

I. AVAILABILITY

To be eligible for these Special Provisions pertaining to seasonal or intermittent service, Customer must have been a customer on or before August 30, 1988, and been billed under Seasonal or Intermittent Service Rider No. 5H on August 30, 1988, or Seasonal or Intermittent Service Schedule SI on November 23, 1988. In addition, Customer must take all electric service requirements from Company, have an operation that is normally seasonal or varies greatly from month to month, and must register actual kW demand for at least two consecutive months that is less than 30 percent of the greater of the Contract Demand or the maximum demand registered in the preceding 12 months. These Special Provisions are not available for breakdown, standby, or supplementary service.

Customers served under these Special Provisions will continue to be eligible until: (1) Customer requests billing under another available schedule, or under this Schedule without the Special Provisions; or (2) Customer fails to meet any of the Availability requirements; whereupon, these Special Provisions will not be available thereafter.

II. BILLING

- A. The monthly bill shall be an amount computed under the Monthly Rate provision as stated above for the Billing Demand established and the kilowatt-hours used during the current month. In months when service is not used, the minimum monthly bill will not be applicable.
- B. To the monthly bill for each of three consecutive months in each contract year will be added (1) a customer charge of \$22.40, plus (2) a facilities charge, as established in the first facilities charge month, of \$4.16 for each kW times the greater of: (a) the Contract Demand, (b) the registered demand for the first facilities charge month, or (c) the maximum 15-minute demand during the immediately preceding 11 months. For each contract year, the customer and facilities charge will begin the month specified in the Agreement but no later than the tenth billing month of the contract year.
- C. From the monthly bill will be deducted a credit of (1) \$1.04 for each kW of Billing Demand for the current month, but not more than one-fourth of the monthly facilities charge billed for each of the three consecutive months in the current contract year plus (2) \$5.60 only if service is used during current billing month, but not more than one-fourth of the monthly customer charge billed for each of the three consecutive months in the current contract year.

III. BILLING DEMAND

The Billing Demand shall be the maximum kW registered during the current month by a demand meter suitable for measuring the demand used during a 15-minute interval, subject to the following provisions:

A. When the monthly consumption falls below 50 kWh per kW of metered demand, the Billing Demand will be estimated to be one kW for each 50 kWh used, provided the demand requirements during the non-operating season drop below 30 percent of the Contract Demand or of the maximum demand registered in the immediately preceding 11 months.

TRAFFIC SIGNAL SERVICE SCHEDULE TSS-4

AVAILABILITY

This Schedule is available for electric service supplied for the operation and illumination of traffic signals installed along public and private highways where Company has an existing secondary distribution line.

INSTALLATION

The Company, for each signal or group of signals operating from one controller, will make its connection to Customer's service wire at a point one foot below the lowest support, carrying existing 120/240 volt conductors, or the equivalent, on the nearest pole. Customer will furnish, install, and maintain all service wires, fixtures, and other necessary equipment, including lamps and lamp renewals, for the installation and operation of all traffic signals.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, 2 wires, 120 volts nominal.

DEFINITIONS

A One-way Signal is a signal with only one face which can be seen from only one approach. A Multi-Direction Signal is a signal with more than one face, each of which can be seen from only one approach.

MONTHLY RATE

TYPE OF SIGNAL	With Lamps of 70 Watts or less(1) Operating for a Maximum Day of		With Lamps of 150 Watts or less Operating for a Maximum Day of	
	16 Hours	24 Hours	16 Hours	24 Hours
Blinker Signal with				
One Lamp	\$ 1.50	\$ 2.10	\$ 3.01	\$ 4.04
One-way Signal with				
One Lamp	1.87	2.52	4.10	5.78
Two Lamps	2,43	3.29	5.31	7.19
Three Lamps	2.73	3.52	5.46	7.52
Four Lamps	3.40	4.50	7.51	10.23

(1) When a customer elects to install a lamp of 120 watts or less, in lieu of 70 watts or less, in the red cycle of a One-way Signal with two or more lamps, then the rates for all One-way Signals with two, three, or four lamps will be increased by \$0.69 and \$0.86, respectively, for 16 hours and 24 hours of operation.

AREA LIGHTING SERVICE SCHEDULE ALS-4

AVAILABILITY

This Schedule is available for service supplied in the lighting of outdoor areas, private streets, and private driveways by means of mercury vapor, metal halide, and sodium vapor lighting units. Lighting units will be bracket-mounted on Company-owned poles and the mercury vapor lamps will be color corrected.

This Schedule is not available for the lighting of dedicated streets or highways.

SERVICE

Prior to installing area lighting facilities, Customer and Company must enter into an agreement for Area Lighting Service. The service supplied by Company will include the installation and operation, according to Company standards and requirements, of the area lighting units and will include the furnishing of electricity required for the illumination of the lamps from dusk to dawn. Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination after Customer has notified Company that a lamp is not burning. The lumen rating of the lighting units listed under the MONTHLY RATE indicates the class of lamp.

MONTHLY RATE

1. Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on Company's system distribution poles. The basic rate does not include the monthly charges for additional facilities, area lighting poles, underground service, Masterpiece Series Standard Facilities, or any contribution required under this Schedule.

Sodium Vapor Units	Monthly Charge Per Fixture
5,800 lumen	\$ 6.41
9,500 lumen	10.13
16,000 lumen	12.10
28,500 lumen	15.82
50,000 lumen	19.79
50,000 lumen flood	22.21
Metal Halide Units	
9,000 lumen	\$12.69
20,000 lumen	17.78
40,000 lumen	23.36
110,000 lumen	44.33

4. Masterpiece Series Standard Facilities

Masterpiece Series Standard Facilities are deluxe decorative fixtures, posts, and brackets that are normally maintained in inventory by Company to meet the lighting needs of customers. The MONTHLY RATE for Masterpiece Series Standard Facilities is as follows:

<u>Masterpiece Series Fixtures</u>: In addition to the MONTHLY RATE Item I, for a 9,000 or 9,500 lumen fixture, Customer pays:

Masterpiece Series A Fixture	\$3.00
Masterpiece Series B Fixture	\$5.00

Masterpiece Series Decorative Posts:

Masterpiece Series A 12-Foot decorative metal post	\$18.00
Masterpiece Series A 16-Foot decorative metal post	\$22.00

Masterpiece Series Bracket:

Masterpiece Series A Twin Mounting Bracket
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ADDITIONAL FACILITIES

- 1. Multiple area lighting fixtures may be installed per pole subject to Company's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the MONTHLY RATE for that fixture plus 2% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation in excess of that normally required to provide standard area lighting service.
- 2. For distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the required facilities.
- 3. For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit. Customer has the option of making a nonrefundable contribution of the estimated installed cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for such excess circuit.
- 4. For special nonstandard poles and posts not listed above in MONTHLY RATE, 2% of the estimated installed cost of the poles or posts.

NON-REFUNDABLE CONTRIBUTION

- 1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, Customer will contribute the additional cost except when the Service Extension Provision as stated below is applicable.
- 2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.

(6) For temporary lighting facilities, the Customer shall pay the total estimated installed cost plus removal costs minus salvage value of the facilities installed to provide such service in lieu of a Contract Period.

The Contract Period shall extend from year to year thereafter until terminated by Customer or Company. Customer may terminate the Agreement before the expiration of the initial Contract Period by paying to Company a sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period.

Company may require Customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the Contract Period.

GENERAL

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Service rendered under this Schedule is subject to the provisions of Company's Service Regulations filed with the state regulatory commission.

Supersedes Schedule ALS-96 Effective for bills rendered on and after July 1, 2005

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STREET LIGHTING SERVICE SCHEDULE SLS-4

AVAILABILITY

This Schedule is available for service supplied in the lighting of dedicated public streets, highways, municipally owned and operated public parking lots, and municipally owned and operated public parks by lighting fixtures mounted on Company-owned poles. This Schedule is also available for continuous service to other installations which were being served on April 1, 1973, under superseded Schedules SL-1G and SL-2C.

SERVICE

The service supplied by Company will include the installation of a street lighting system, according to Company's standards and requirements, which will be owned, maintained and operated by Company, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the Monthly Rate indicate the general class of lamp.

MONTHLY RATE

1. Overhead Service

<u>Basic Rate</u>: The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on Company's system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this Schedule and under the Street Lighting Service Regulations.

Mercury Vapor Units	Monthly Charge Per Fixture
7,000 lumen semi-enclosed	\$ 8.18
7,000 lumen	8.81
21,000 lumen	13.60
60,000 lumen	22.28
Sodium Vapor Units	
5,800 lumen	\$5.79
9,500 lumen	8.09
16,000 lumen	11.13
28,500 lumen	14.29
50,000 lumen	16.88
Metal Halide Units	
9,000 lumen	\$11.68
20,000 lumen	15.83
40,000 lumen	20.01
110,000 lumen	38.48

SLS-4 Sheet 1 of 4

ADDITIONAL FACILITIES

- 1. Multiple street lighting fixtures may be installed per pole subject to Company's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the MONTHLY RATE for that fixture plus 2% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation in excess of that normally required to provide standard street lighting service.
- 2. For primary conductor extension, 2% of the estimated installed cost of the required facilities.
- 3. For a bracket or mast arm in excess of six feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities in excess of that for standard facilities.
- 4. For an underground circuit in excess of 250 feet for a street lighting pole, 2% of estimated installed cost of the excess circuit. Customer has the option of making a non-refundable contribution of the estimated installed cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly additional facilities charge for such excess circuit.
- 5. For special nonstandard poles and posts not listed as standard items above in MONTHLY RATE, 2% of the estimated installed cost of overhead or underground poles or posts.

NONREFUNDABLE CONTRIBUTION

- 1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, Customer will contribute the additional cost except when the Service Extension Provision as stated below is applicable.
- 2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the MONTHLY RATE in this Schedule does not include the conversion of existing overhead street lighting circuits to underground. Should Customer desire such a conversion under this Schedule, Customer will pay to Company, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value of the overhead conductor being removed.

SERVICE EXTENSIONS

For street lighting installed as part of and at the same time as other Company facilities, the contributions normally required for Underground Service and abnormal soil conditions under Nonrefundable Contribution Item 1, if any, will be in accordance with Line Extension Plan E.

FUEL ADJUSTMENT

Fuel costs of \$.02200 per kWh are included in the kWh charges and are subject to adjustment by order of the Public Service Commission of South Carolina.

SLS-4 Sheet 3 of 4

STREET LIGHTING SERVICE SCHEDULE SLR-4 (RESIDENTIAL SUBDIVISIONS)

AVAILABILITY

This Schedule is available for service supplied in the lighting of residential dedicated public streets by means of mercury vapor or sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located outside the corporate limits of a municipality at the time of the installation.

This Schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by Company will include the installation of a street lighting system, according to Company's standards and requirements, which will be owned, maintained, and operated by Company including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by Company to provide the most uniform lighting possible in the residential area. The nominal lumen ratings of the lighting units furnished under the Monthly Rate indicate the class of lamp.

MONTHLY RATE

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

OVERHEAD DISTRIBUTION AREA:

Bracket mounted, enclosed luminaire on approved wood pole: 1 light per 10 customers or major fraction thereof:

7,000 lumen mercury vapor 9,500 lumen sodium vapor	\$ 1.12 1.12
1 light per 5 customers or major fraction thereof: 7,000 lumen mercury vapor 9,500 lumen sodium vapor	2.21 2.21
1 light per 3 customers or major fraction thereof: 7,000 lumen mercury vapor 9,500 lumen sodium vapor	3.69 3.69

UNDERGROUND DISTRIBUTION AREA:

Bracket mounted, enclosed luminaire on approved wood pole:

1 light per 10 customers or major fraction thereof:	
7,000 lumen mercury vapor	1.66
9,500 lumen sodium vapor	1.66

- c. The municipal governing agency has enacted a subdivision control ordinance which applies to the subdivision or any portion thereof.
- 2. If the subdivision is subsequently annexed, and the municipality accepts the street lighting under a street lighting service contract on the rate for the equivalent lighting unit, the following will apply:

OVERHEAD DISTRIBUTION - If the municipality accepts the street lighting service under Street Lighting Service Schedule SLS, no monthly customer charge will be applied to the subdivision residents.

UNDERGROUND DISTRIBUTION - If the municipality accepts the street lighting service under Street Lighting Service Schedule SLS and agrees to pay the contribution under the schedule for the street lighting system, no monthly customer charge will be applied to the subdivision residents. If the municipality accepts the street lighting service but does not agree to pay the contribution for the underground system, the monthly customer charges will be reduced according to the following schedule:

7,000 Lumen Mercury Vapor	9,500 Lumen Sodium Vapor
\$1.66 charge reduced to \$0.30	\$1.66 charge reduced to \$0.40
\$1.81 charge reduced to \$0.35	\$1.81 charge reduced to \$0.50
\$3.31 charge reduced to \$0.55	\$3.31 charge reduced to \$0.75
\$2.99 charge reduced to \$0.60	\$2.99 charge reduced to \$0.85
\$5.53 charge reduced to \$0.65	\$5.53 charge reduced to \$0.89
\$6.03 charge reduced to \$0.70	\$6.03 charge reduced to \$0.99

The retrofit 12,000 Lumen Sodium Vapor units will be reduced to the corresponding reduced 7,000 Lumen Mercury Vapor Monthly Customer Charge.

3. If the subdivision is subsequently annexed, and the municipality does not accept the installed street lighting under a street lighting service contract, the service will continue to be provided under this Schedule with the applicable monthly charges.

NONREFUNDABLE CONTRIBUTION

Normally a contribution will not be required for service under this Schedule. Company will require a nonrefundable contribution from the developer under the following conditions:

- 1. Unusual Circumstances In the event rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, the developer will contribute the additional cost incurred thereby.
- 2. Paved Areas If Company has to install any portion of the street lighting system under existing paved areas, the developer will either cut and replace the pavement or contribute to Company the additional cost incurred to install its facilities under the paved area.
- 3. Excess Circuitry When any lighting unit is located so that the span of underground cable necessary to serve such unit exceeds 250 feet, the developer will contribute the sum of the estimated installed costs of all such overages within the subdivision.

SPORTS FIELD LIGHTING SCHEDULE SFLS-4

AVAILABILITY

This Schedule is available for electric service used for lighting specifically designed outdoor fields which are normally used for football, baseball, softball, tennis, races, and other organized competitive sports.

This Schedule is not available for breakdown, standby, supplementary, or resale service.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 wires, or three-phase 3 or 4 wires, at Company's standard distribution voltage available for the area or the voltage at which an installation was served on December 1, 1973.

EXTENSION OF FACILITIES

Company will make the type of service agreed upon available to Customer, provided Customer will pay to Company the total estimated cost of extending, or increasing, the capacity of Company's facilities located on Company's side of the point of delivery, exclusive of the material cost of transformers and the entire cost of the meter installation.

MONTHLY RATE

- A. \$1.32 per kW of Billing Demand
- B. Kilowatt-hour Energy Charge:

7.286¢ per kWh

BILLING DEMAND

The Billing Demand shall be the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current billing month, but not less than the maximum kW previously registered during the current season (period of continuous connection).

FUEL ADJUSTMENT

Fuel costs of \$.02200 per kWh are included in the kWh charges and are subject to adjustment by order of the Public Service Commission of South Carolina.

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

STANDBY AND SUPPLEMENTARY SERVICE RIDER NO. 7X

AVAILABILITY

This Rider is available in conjunction with any general service schedule to permit Supplementary Service and the amount of Standby Service which, in the opinion of Company, it has available at any particular location, to customers having another source of power not held solely for emergency use and for which Company's service may be substituted either directly or indirectly or used as an additional power supply.

Where Customer's other source of power is connected either electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems.

Not available for temporary or seasonal service, or for Standby Service in excess of 25,000 kW.

The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

This Rider is not available for new applications after August 30, 1988. Customer receiving service under this Rider which was a part of a Service Agreement on August 30, 1988 may continue receiving service under this Rider. If Customer elects another standby or back-up service rider, or fails to meet the availability provisions contained herein, this Rider will no longer be available to Customer.

RIDER APPLICATIONS TO TIME-OF-USE SCHEDULES

When the Rider is used in conjunction with one of Company's time-of-use schedules, only the demands registered or computed by Company's metering facilities during the on-peak hours indicated in the applicable schedule shall be subject to the conditions of this Rider. Customer may contract for an off-peak Contract Demand which exceeds the on-peak Contract Demand, both of which are specified in the Service Agreement; however, the maximum demand registered during the off-peak period shall be billed in accordance with the applicable schedule.

DEFINITIONS

Contract Demand

The Contract Demand is the maximum kW that Customer desires Company to supply for Standby and Supplementary Service combined, as specified in the Agreement for Service, which shall be not less than 15 kW, and shall be increased by the amount of the excess whenever exceeded in either of the events following:

(1) When the maximum kW registered for a 15-minute period of use exceeds the established Contract Demand, unless and until Company within sixty days requests Customer to reduce such demand to a specified amount but not less than the established Contract Demand.

- 3. After Standby Service is used for breakdown purposes in more than 30 days during the current twelve billing months; an amount equal to \$0.40 times (a) the maximum number of kW registered during the current billing month in excess of the contract kW of Supplementary Service and (b) the number of days in the current billing month that Standby Service was used in excess of 30 days during the current twelve billing months.
- 4. An amount equal to 2.0% of the difference between the estimated cost of (1) the facilities required by Company to supply the Contract Demand and (2) the facilities required by Company to supply the contract kW of Supplementary Service.

MINIMUM NUMBER OF KILOWATT-HOURS

The Minimum Number of Kilowatt-hours per kW shall be:

- 1. For Customers regularly generating electricity by steam all of which steam is subsequently used for heating or processing purposes or for Customers generating electricity by water, 150 kilowatt-hours per kW.
- 2. For other Customers, the number of kilowatt-hours per kW determined by dividing the difference between (1) the total number of kilowatt-hours used by Customer in the current billing month and (2) five per cent of the lesser of (a) the number of kilowatt-hours supplied by Company in the current billing month or (b) the number of kilowatt-hours supplied by Customer in the current billing month, by Customer's maximum 15-minute system load established during the current billing month.

BILLING DEMAND

The Billing Demand(s) shall be determined in accordance with the applicable schedule for the contract kW of Supplementary Service; but when Customer has contracted for, or has used at any time, Supplementary Service for Standby Service purposes, the minimum Billing Demand shall be the contract kW established for Supplementary Service less 1000 kW.

If Standby Service is used during part of the current billing month, the maximum kW registered will be reduced by an amount equal to the maximum kW registered in excess of the kW of Supplementary Service times the ratio of the number of days it was not used to 30 days.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

CONTRACT PERIOD

As specified in the Agreement for Service, but not less than one year.

Supersedes Rider No. 7U Effective for bills rendered on and after July 1, 2005

HIGHLY FLUCTUATING OR INTERMITTENT LOAD RIDER NO. 9J

AVAILABILITY

This Rider is available in conjunction with any schedule when service is taken for welding equipment, X-ray apparatus, elevator motors, electric furnaces, or other similar equipment and the Customer thereby imposes on the Company's system a highly fluctuating or intermittent load requiring facilities above those needed to serve the Contract Demand.

This Rider is not available for breaker or fault testing laboratories.

The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

HIGHLY FLUCTUATING OR INTERMITTENT LOAD

A Highly Fluctuating or Intermittent Load is a load imposed on the Company's system for an extremely short duration whose magnitude would not be recorded by the Company's metering equipment. The kVa of Highly Fluctuating or Intermittent Load will be the kVa capacity installed or supplied to maintain proper voltage less the estimated kVa capacity which would have been installed excluding the Highly Fluctuating or Intermittent Load, but shall not be greater than the total kVa of Highly Fluctuating or Intermittent Load equipment.

MONTHLY RATE

An amount computed under the rate schedule with which this Rider is used plus the sum of the following amounts:

- 1. \$1.33 per kVa for each kVa of Highly Fluctuating or Intermittent Load as determined above.
- 2. An amount equal to the Monthly Facilities Charge specified in the Company's Service Regulations times the cost of the additional distribution and transmission line capacity installed to provide for the Highly Fluctuating or Intermittent Load.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

CONTRACT PERIOD

The Contract Period will be the period as specified in the Service Agreement.

Supersedes Rider No. 9G Effective for bills rendered on and after July 1, 2005

RIDER-9J Sheet 1 of 1

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

PUBLIC HOUSING PROJECT SERVICE RIDER NO. 18J

AVAILABILITY

This Rider is available to Public Housing Projects as hereinafter defined when used in conjunction with the Small General Service, Medium General Service, and Small General Service Time-of-Use Schedules to permit Customer to distribute electricity to tenants of Customer's housing project as an incident of tenancy, but not as a resale, subject to the provisions of this Rider.

DEFINITION

For the purpose of this Rider, a Public Housing Project is a project consisting of multiple dwelling units located on contiguous property, financed with public funds, and operated by a governmental agency or a cooperative organization on a nonprofit basis for the benefit of low income families.

REIMBURSEMENT

If the tenant uses more than the kilowatt-hours allotted as an incident of tenancy, Customer may cause tenant, subject to the provisions hereinafter set forth, to reimburse Customer for the kilowatt-hours used by the tenant in excess of the kilowatt-hours allotted to the tenant as an incident of tenancy; and to that end Customer may install meters for the purpose of checking upon the consumption of electricity by tenants in order to obtain data for statistical and research purposes, in order to prevent wasteful or extravagant uses of electricity, and in order to properly determine the kilowatt-hours used by the tenant in excess of the amount allotted as an incident of tenancy; provided:

- 1. The quotas or allocations of kilowatt-hours to be established as an incident of tenancy shall be on the basis of research and experience and shall approximate the normal use by means of all electric appliances and facilities in the respective types or classifications of individual dwelling units in Customer's housing project;
- 2. The reimbursement which Customer may require a tenant to make for such excess kilowatt-hours shall not be greater than the average cost per kilowatt-hour paid by Customer under the applicable general service schedule during the current calendar quarter of the year or during the three months' period next preceding the determination of the excess use, times the number of kilowatt-hours of such excess plus 5% for losses; and
- 3. The Company shall be entitled from time to time and during normal business hours to examine Customer's premises and records with respect to the allocation and distribution of electricity to tenants as an incident of tenancy, the excess kilowatt-hours used by tenants, and the amounts paid by tenants to Customer in reimbursement as provided for above.

Supersedes Rider No. 18G Effective for bills rendered on and after July 1, 2005 Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

MILITARY SERVICE RIDER NO. 28N

AVAILABILITY

This Rider is available in conjunction with the Large General Service Schedule(s) for electricity used on property operated as a training or testing base by a branch of the Armed Forces. Electric service hereunder may be redistributed by Customer to various points of use on contiguous property owned or controlled by Customer; however, Company may continue, in those areas presently contracted for, to provide distribution facilities where the customer is required by Federal Government regulations to supply electric service.

Service hereunder is not available: (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider; (2) for resale service to the general public; or (3) when it is necessary for Company to make uneconomical and impractical installations.

Supersedes Rider No. 28K Effective for bills rendered on and after July 1, 2005

RIDER-28N Sheet 1 of 1

RIDER NO. 39V ADJUSTMENT FOR FUEL COSTS

APPLICABILITY

This adjustment is applicable to and is a part of the Utility's South Carolina retail electric rate schedules.

The Public Service Commission has determined that the costs of fuel in an amount to the nearest one-thousandth of a cent, as determined by the following formula, will be included in the base rates to the extent determined reasonable and proper by the Commission:

$$F = \frac{E}{S} + \frac{G}{S_1}$$

Where:

F = Fuel cost per kilowatt-hour included in base rate, rounded to the nearest one-thousandth of a cent.

E = Total projected system fuel costs:

(A) Fuel consumed in the Utility's own plants and the Utility's share of fuel consumed in jointly owned or leased plants. The cost of fossil fuel shall include no items other than those listed in Account 151 of the Commission's Uniform System of Accounts for Public Utilities and Licensees and the cost of SO₂ emission allowances recorded in FERC Account 509 (allowance cost). The cost of nuclear fuel shall be that as shown in Account 518 excluding rental payments on leased nuclear fuel and except that, if Account 518 also contains any expense for fossil fuel which has already been included in the cost of fossil fuel, it shall be deducted from this account.

Plus

(B) Fuel costs related to purchased power (and applicable SO₂ emission allowances) such as those incurred in unit power and limited term power purchases where the fossil fuel costs and applicable SO₂ emission allowances associated with energy purchased are identifiable and are identified in the billing statement. Also the cost of "firm generation capacity purchases," which are defined as purchases made to cure a capacity deficiency or to maintain adequate reserve levels. Costs of "firm generation capacity purchases" includes the total delivered costs of firm generation capacity purchased and excludes generation capacity reservation charges, generation capacity option charges and any other generation capacity charges.

Plus

(C) Fuel costs related to purchased power (including transmission charges and applicable SO₂ emission allowances), such as short term, economy and other such purchases where the energy is purchased on an economic dispatch basis, including the total delivered cost of economy purchases of electric power defined as purchases made to displace higher cost generation at a cost which is less than the purchasing Utility's avoided variable costs for the generation of an equivalent quantity of electric power.

Energy receipts that do not involve money payments such as Diversity energy and payback of storage energy are not defined as purchased or interchange power relative to this fuel calculation.

Minus

(D) The cost of fuel and applicable allowance cost recovered through intersystem sales including the fuel costs and applicable allowance cost related to economy energy sales and other energy sold on an economic dispatch basis.

Energy deliveries that do not involve billing transactions such as Diversity energy and payback of storage are not defined as sales relative to this fuel calculation.

- S = Projected system kilowatt-hour sales excluding any intersystem sales.
- G = Cumulative difference between jurisdictional fuel revenues billed and fuel expenses at the end of the month preceding the projected period utilized in E and S.
- S₁ = Projected jurisdictional kilowatt-hour sales for the period covered by the fuel costs included in E

The appropriate revenue-related tax factor is to be included in these calculations.

The fuel cost (F) as determined by Public Service Commission of South Carolina is 2.200 cents per kilowatt-hour, which shall remain in effect until superseded by a subsequent Commission order: Provided that the terms of S.C. Code Ann. Section 58-27-865 shall govern this calculation, and in case of any conflict this statute shall control.

Supersedes Rider No. 39U Effective for bills rendered on and after July 1, 2005 Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

COTTON GINNING RIDER NO. 42D

AVAILABILITY

This Rider is available in conjunction with the Seasonal or Intermittent Service Schedule when electric service is used primarily for the ginning of cotton and Customer agrees to cease operation of equipment directly associated with the ginning process upon 30-minutes notice from Company. This Rider is available only for electric service to the equipment directly associated with the ginning process and loads essential to Customer's ginning enterprise.

This Rider is available only for continuous year-round service.

This Rider is not available for any processing (or handling) of products other than cotton or for temporary service.

The Rate Schedule with which this Rider is used is modified only as shown herein.

MONTHLY BILLING

The monthly bill shall be an amount computed under the Seasonal or Intermittent Service Schedule except the paragraph II. charge under MONTHLY RATE shall consist of only the Customer Seasonal Charge.

FAILURE TO COMPLY WITH CURTAILMENT REQUEST

Upon the first failure by Customer to comply with a curtailment request, Customer shall pay, in addition to the monthly charges provided for elsewhere in this Rider, one-half of the total accumulated Facilities Charges which otherwise would have been paid during the current and preceding 11 months in accordance with the Seasonal or Intermittent Service Schedule. Upon the second failure, Customer shall pay, in addition to the monthly charges provided for elsewhere in this Rider, the total accumulated Facilities Charges which otherwise would have been paid during the current and preceding 11 months. Upon the third failure, Customer shall pay an amount as computed for the second failure and service under this Rider will not be available to Customer again for five (5) years. In any 12-month period, the maximum Facilities Charge Customer pays to Company shall not exceed the Facilities Charge which Customer would have paid had service been provided under the Seasonal or Intermittent Service Schedule without this Rider.

CONTRACT PERIOD

The Contract Period shall not be less than one year, except where Customer fails to meet the availability requirements of this Rider. When Customer fails to meet the availability requirements of this Rider, Customer will receive electric service under a Schedule for which Customer qualifies.

Supersedes Rider No. 42C Effective for bills rendered on and after July 1, 2005

RIDER-42D Sheet 1 of 1

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

CURTAILABLE LOAD RIDER NO. 58E

AVAILABILITY

This Rider is available on a voluntary basis in conjunction with Company's Large General Service and Large General Service (Time-of-Use) Schedules for electric service used by a nonresidential customer provided Customer contracts for not less than 1,000 kW which is subject to be curtailed under the provisions of this Rider. This Rider is available for a maximum of 150,000 kW of total system curtailable load.

This Rider is not available for short-term or temporary service.

The provisions of the Large General Service and Large General Service (Time-of-Use) Schedules are modified only as shown herein.

MONTHLY RATE

The Monthly Rate shall be an amount computed under the Large General Service or Large General Service (Time-of-Use) Schedules for the Billing Demand and the kilowatt-hours used during the current month, less a discount of \$5.00 per kW of Billing Demand in excess of Firm Demand. When this Rider is used in conjunction with a Time-of-Use Schedule, the Billing Demand used in determining the discount shall be the on-peak Billing Demand.

DEFINITIONS

1. FIRM DEMAND

The Firm Demand shall be the kW of demand specified in the Service Agreement to which Customer shall reduce his requirement at the time specified by Company. Company at all times will endeavor to make available to Customer the Firm Demand specified in the Service Agreement.

2. CURTAILABLE DEMANDS

Curtailable Demands shall be the kW of demand registered or computed by or from Company's metering facilities during each 15-minute interval in the current billing month less the Firm Demand but not less than zero.

3. CONTRACT DEMAND

The Contract Demand shall be the maximum kW of demand Customer requires Company to supply for the operation of Customer's facility. When this Rider is used in conjunction with the applicable standby or generation service rider, standby service shall not be substituted for curtailable load. Contract Demand is subject to curtailment to the Firm Demand level.

4. CURTAILABLE PERIOD

The Curtailable Period shall be an eight-hour period unless Company specifies a shorter period at the time Customer is notified. Customer shall be given a minimum of 30-minutes notice before

payments made during the elapsed months between the current month and the last month in which Customer's Curtailable Demand exceeded the Curtailable Demand in the current month, not to exceed 11 months.

Use of Curtailable Demand during a Level 1 Capacity Curtailment Period will not be used for purposes of calculating charges for use of Curtailable Demand during a Level 2 Capacity Curtailment Period.

B. During a Level 1 Capacity Curtailment Period

For use of Curtailable Demand during a Level 1 Capacity Curtailment Period, the Customer shall pay to Company \$2.50 per kWh for all kilowatt-hours attributable to all Curtailable Demands during the Level 1 Capacity Curtailment Period(s) of the current billing month plus the applicable kilowatt-hour charge(s) in the rate schedule with which this Rider is used.

MINIMUM NUMBER OF KILOWATT-HOURS

The minimum number of kilowatt-hours attributable to all Curtailable Demands shall not be less than 50 kWh per kW of the maximum Curtailable Demand during the current billing month. For use with the Large General Service (Time-of-Use) Schedule, kilowatt-hours billed under this provision in excess of those registered shall be billed at the off-peak kilowatt-hour charge.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

CONTRACT PERIOD

The Contract Period shall be on a monthly basis for the first 12 months service is provided under this Rider and can be terminated by either party by giving written notice to the other party. Following the initial 12 months of service under this Rider, the Contract Period will automatically extend for an additional five-year period, with successive extension periods of two years thereafter, unless terminated by either party at the end of any Contract Period by giving to the other party not less than sixty (60) days written notice prior to the end of the Contract Period.

The difference between the Contract Demand and the Firm Demand as specified in the Service Agreement is subject to adjustment at the end of the first 12 months of service under this Rider. Thereafter, the difference between the Contract Demand and the Firm Demand shall only be reduced at the end of each 12-month period provided such reduction does not exceed 20% of the difference contained in the Service Agreement either: (1) at the beginning of the 13th month service was provided under this Rider, or (2) at the beginning of the preceding automatic extension of the Contract Period, whichever is later.

GENERAL

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

Supersedes Rider No. 58B Effective for bills rendered on and after July 1, 2005 Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

CURTAILABLE LOAD RIDER CL-4A

AVAILABILITY

This Rider is available to non-residential customers who receive electric service under either Medium General Service, Small General Service (Time of-Use), Large General Service, or Large General Service (Time-of-Use) Schedules provided Customer contracts for 200 kW or greater which is subject to be curtailed under the provisions of this Rider. Customer shall provide evidence based upon previous or projected on-peak 15-minute kW demands, subject to Company concurrence, that Customer can curtail a minimum of 200 kW or greater during the on-peak hours. Customers may use on-site emergency generation to curtail electrical load.

This Rider is not available: (1) for temporary service, (2) for a customer who is not currently receiving service under this Rider but had previously received service under this Rider in the preceding twelve months, or (3) in conjunction with another curtailable schedule or rider.

APPLICABILITY

The Schedule used in conjunction with this Rider is modified only as shown herein. By electing service under this Rider, Customer agrees to curtail electrical load according to the provisions of this Rider. If Customer fails to curtail electrical load when Company requests, Customer shall pay Company in accordance with provisions contained herein.

Where Customer's other source of power is connected electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems. Should Company determine that Customer's facilities are not adequate to protect Company's facilities, Company may install the necessary facilities and Customer shall pay for the additional facilities in accordance with Company's Service Regulations. When this Rider is used in conjunction with the applicable standby or back-up service rider, standby service shall not be substituted for curtailable load and in no event shall the Demonstrated Curtailable Demand be greater than the difference between the Supplementary Service Demand and the Firm Demand.

When this Rider is used in conjunction with either the Dispatched Power or Incremental Power Service Riders, any Class 2 Dispatched or Incremental energy (kWh) will be excluded from the determination of Demonstrated Curtailable Demand under this Rider and the Customer Charge contained herein will not be applicable.

DEFINITIONS

A. Firm Demand

The Firm Demand shall be the kW of demand specified in the Service Agreement to which Customer shall reduce his requirement at the time specified by Company. Customer shall contract for: (1) a Winter Firm Demand for the service rendered during the calendar months of December, January, and February; (2) a Summer Firm Demand for service rendered during the calendar months of June, July, August, and September. The Firm Demand for service rendered during the remaining calendar months shall be the greater of the Winter or Summer Firm Demands.

MONTHLY RATE

An amount computed under the applicable schedule and other riders with which this Rider is used, plus the following Customer Charge and Credit:

A. Customer Charge: \$110.00

B. Credit = Discount x Demonstrated Curtailable Demand, but not less than zero (\$0)

Where: Discount = \$5.40 per kW for service rendered during the billing months of January,

February, March, July, August, September, and October. The Discount

shall be zero (\$0) in the remaining billing months.

ADDITIONAL CHARGE FOR USE OF PREMIUM DEMAND

A. During a Capacity Curtailment Period

If Customer exceeds the applicable calendar month's Firm Demand during a Capacity Curtailment Period, it shall be considered to be the Use of Premium Demand. For the first Use of Premium Demand, Customer shall pay Company \$38 for each kW of Premium Demand. For the second Use of Premium Demand in the current or subsequent month, Customer shall pay Company \$42 for each kW of Premium Demand and will be subject, at Company's discretion, to upward adjustment of the Firm Demand to equal the total of the Firm Demand and the established Premium Demand. If the Firm Demand is increased to equal the established Premium Demand due to the second Use of Premium Demand, the Contract Period shall automatically be extended for five years and any prior Use of Premium Demand shall be ignored in determining future charges for the Use of Premium Demand.

If the Firm Demand is not increased after the second Use of Premium Demand, Customer shall pay Company for any subsequent Use of Premium Demand \$57 for each kW of Contract Demand in excess of the Firm Demand and shall be removed, at Company's discretion, from the Rider. The Firm Demand for determination of the third or subsequent Use of Premium Demand shall be the lesser of the Winter or Summer Firm Demand.

B. During an Economy Curtailment Period

The Customer shall pay to Company 4.527¢ per kWh for all kilowatt-hours consumed above the Firm Demand during the Economy Curtailment Period(s) of the current billing month plus the applicable kilowatt-hour charge(s) in the rate schedule with which this Rider is used.

NOTIFICATION PREPARATION

Customer must provide, at Customer's expense, a dedicated telephone line or adequate media, as approved by Company, in order to receive notification from Company. Customer must also provide satisfactory space for Company's communication equipment.

RIDER CL-4A Sheet 3 of 4

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

DISPATCHED POWER (EXPERIMENTAL) RIDER NO. 68F

AVAILABILITY

This Rider is available in conjunction with Company's Large General Service Schedules on an experimental basis. The rate schedule with which this Rider is used is modified only as shown herein. A maximum of ten (10) customers may be provided service under this Rider at the same time. The Contract Period for service under this Rider shall continue until January 31, 1994, unless terminated earlier by Customer or Company by giving not less than thirty (30) days written notice to the other party.

Service under this Rider will be offered at Company option and only during Company's low production cost periods for Customer usage normally above levels at which they would otherwise operate.

DEFINITIONS

Class 1 Dispatched Power Period

A Class 1 Dispatched Power Period shall normally be for six (6) or more continuous hours.

Class 2 Dispatched Power Period

A Class 2 Dispatched Power Period shall normally be a 24-hour period for days which contain on-peak hours. Company will attempt to schedule Class 2 periods adjacent to Saturdays, Sundays, and Holidays which are as specified in the Company's LGS-TOU Schedules.

Dispatched Demand

Dispatched Demand is the kW demand in each 15-minute interval, during either a Class 1 or Class 2 Dispatched Power Period, minus 1) the maximum on-peak demand established outside a Dispatched Power Period when the applicable schedule is LGS-TOU, or 2) the maximum billing demand established outside a Dispatched Power Period if the applicable schedule is either LGS, or LGS-CUR-TOU. In no event will the Dispatched Demand be less than zero.

Demands established through the use of standby or backup service will be excluded from the calculation of Dispatched Demand.

Dispatched Energy

Dispatched Energy is all kilowatt-hours attributable to use of Dispatched Demand.

MONTHLY RATE

- A. Customer Charge in addition to the Basic Facilities Charge in the rate schedule: \$160.00.
- B. Demands established during either a Class 1 or Class 2 Dispatched Power Period will not be 1) used to determine Billing Demand of the applicable rate schedule or 2) considered a use of standby or back-up service.
- C. Dispatched Energy:
 - 1. Class 1 Dispatched Energy shall be billed at the rate specified in the applicable schedule.

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

RESIDENTIAL SERVICE ENERGY CONSERVATION DISCOUNT RIDER RECD-2A

AVAILABILITY

This Rider is available in conjunction with all residential service schedules provided Customer notifies Company and Customer's dwelling complies with the ENERGY CONSERVATION STANDARDS as described within this Rider and Company notifies Customer of such compliance.

Customer's dwelling is subject to inspection by Company to confirm that the dwelling meets the ENERGY CONSERVATION STANDARDS before the discount becomes applicable.

The provisions of the residential service schedules with which this Rider is used are modified only as shown herein.

MONTHLY RATE

Where Customer has received Company's notification of compliance and Customer's dwelling complies with the ENERGY CONSERVATION STANDARDS described within this Rider, the stated kilowatt and kilowatt-hour charges will be discounted by 5%.

ENERGY CONSERVATION STANDARDS

- I. All applicants first applying for service under this Rider on or after December 31, 2001, through August 1, 2002:
 - A. If the building permit for construction of the dwelling unit was issued on or after February 1, 2002, Customer must provide to Company a copy of the form certifying that the dwelling unit has met the Department of Energy/Environmental Protection Agency's Energy Star Labeled Home Certification.
 - B. If the construction of the dwelling unit was completed (or building permit issued) before February 1, 2002, Customer can qualify for this Rider if the dwelling unit would have otherwise met the Energy Conservation Standards contained in Residential Service Energy Conservation Discount Rider RECD-84.
- II. All applicants first applying for service under this Rider after August 1, 2002:
 - A. Customer must provide to Company a copy of the form certifying that the dwelling unit has met the Department of Energy/Environmental Protection Agency's Energy Star Labeled Home Certification.

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

STANDBY SERVICE RIDER NO. SS-25

APPLICABILITY

This Rider is applicable in conjunction with any of Company's general service or general service (time-of-use) schedules to provide Supplementary Service and the amount of Standby Service which, in the opinion of Company, it has available at any location, to Customer having another source of electrical power not held solely for emergency use and for which Company's service may be substituted either directly or indirectly or used as an additional power supply.

This Rider is not applicable for temporary or seasonal service or for Standby Service in excess of 50,000 kW. Standby Service requirements in excess of 5,000 kW shall require a Company-approved operating procedure as a part of the Service Agreement or as a separate agreement.

All service usage shall be considered to be Supplementary Service and Customer will not be required to contract for Standby Service provided the Customer's generation output is 1) less than 10% of the Contract Demand and 2) 500 kW or less. However, once either of these conditions are exceeded, the MONTHLY RATE shall be applicable beginning with the first bill rendered thereafter.

The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

DEFINITIONS

Contract Demand

The Contract Demand is the maximum kW that Customer desires Company to supply for Standby and Supplementary Service combined, as specified in the Service Agreement, which shall be increased by the amount of the excess when the sum of the Supplementary Service contract kW and Standby Service contract kW exceeds the previously established Contract Demand, unless and until Company within 60 days requests Customer to reduce such demand to a specified amount but not less than the established Contract Demand.

Standby Service

Standby Service is the service which Company supplies to replace Customer's generation. Customer shall prearrange his maintenance during periods approved by Company. The Standby Service contract kW shall be as specified in the Service Agreement. The amount of Standby Service initially contracted for may also be increased by mutual agreement.

Supplementary Service

Supplementary Service is service continuously available to supplement Customer's other power sources. The Contract Demand of Supplementary Service shall be the established Contract Demand less the Standby Service contract kW.

For parallel operation, the Supplementary Service contract kW shall be increased in accordance with the following: 1) when the total kW supplied by Company exceeds the Contract Demand of Supplementary Service and it is determined that the Use of Standby Service is equal to zero, the

		Summer	Nonsummer	Summer	Nonsummer
C.	Reservation Charge: per kW of Contract Demand of Standby Service	\$2.09	\$1.59	\$3.87	\$3.16
D.	Daily Demand Charge: per kW for Maximum On-peak Use of Standby Service during the month times Number of Days Wh Standby Service was used during	ien	\$0.36	\$0.86	\$0.71
E.	Energy Charge: attributable to the use of Standby Service				
	a. Per on-peak kWh (¢/kWh)b. Per off-peak kWh (¢/kWh)		145 846	3.281 2.965	

The monthly charge for Standby Service will be: 1) the sum of II.A.,B., and E. plus; 2) the greater of (a) the Reservation Charge multiplied by the Contract kW of Standby Service, or (b) the Daily Demand Charge calculated during the month.

Service rendered during the calendar months of June-September shall constitute service rendered during the summer. Service rendered during all other months shall constitute service rendered during the nonsummer.

III. Additional Facilities

An amount equal to 2.0% of the estimated installed cost of protective equipment deemed necessary by Company in order to accommodate Customer's parallel operation. Any facilities which Company provides above those which Company would normally have utilized to service Customer's Contract Demand shall be considered as Additional Facilities.

IV. Company reserves the right to inspect all pertinent operating and maintenance records relating to Customer's generation equipment. When, in Company's opinion, Customer has substituted Use of Standby Service for Supplementary Service during the on-peak hours, the minimum Billing Demand (On-peak Billing Demand when used with a Time-of-Use Schedule) shall be the Contract Demand established for Supplementary Service. Customer shall notify Company of any Use of Standby Service.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS APPLICABLE TO STANDBY SERVICE

I. On-Peak Hours:

A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

INCREMENTAL POWER SERVICE RIDER IPS-6A

AVAILABILITY

This Rider is available to customers in conjunction with Company's Large General Service (Time-of-Use) Schedule LGS-TOU, which is modified only as shown herein.

Service under this Rider is only available at the option of Company, in conjunction with monthly Base Demands established by Company, for Customer usage above Base Demand levels at which Customer would otherwise operate.

This Rider is not available: 1) in conjunction with Company's Dispatched Power Rider No. 68C, or 2) for twelve months following Customer's discontinuation of service under this Rider.

DEFINITIONS

Class 1 Incremental Power Period

A Class 1 Incremental Power Period shall normally be for six (6) or more continuous hours.

Class 2 Incremental Power Period

A Class 2 Incremental Power Period shall normally be a 24-hour period for days that contain on-peak hours.

Base Demand

Company shall establish Customer's Base Demand for each month of the year. These monthly Base Demands shall be established by Company in advance of Customer's election to utilize this Rider in any given month. Generally, Company will establish or change Base Demand levels upon the following factors: 1) the maximum kW registered or computed, by or from Company's metering facilities, during any on-peak 15-minute interval for the corresponding billing month in the twelve months prior to contracting for this Rider; 2) recent added or reduced electrical load; and 3) whether Customer's historical electrical loads represent Customer's ongoing operation. The Base Demands shall also exclude any demands resulting from standby service, back-up service, dispatched power, or Incremental Power. The monthly Base Demand level shall automatically increase to the maximum on-peak demand established outside any Incremental Power Periods whenever the maximum on-peak demand established outside any Incremental Power Periods exceeds the monthly Base Demand. Customer shall provide thirty (30) days advance written notification to Company when electrical load is to be added or removed or a change in Customer's operation is expected to occur. Company shall adjust any previous monthly bills to reflect the change in the Base Demands upon Company determining that Customer had not provided Company advanced written notification of Customer's increase in electrical load. Company may require Customer to operate at proposed Base Demand levels for up to 12 months before receiving or continuing to receive service under this Rider. Company reserves the right to modify a monthly Base Demand at any time when in its opinion the Base Demand no longer represents Customer's demand level in the absence of the availability of Incremental Power.

Upon thirty (30) minutes notice, Company may terminate an Incremental Power Period prematurely in order to decrease the likelihood of instituting a Curtailable Period. An Incremental Power Period will automatically terminate upon the actual commencement of a Curtailable Period.

During a Class 2 Incremental Power Period, Company may notify Customer that a Class 1 Incremental Power Period is being implemented. The provisions contained herein for a Class 1 period shall supersede the provisions for a Class 2 period. Upon the termination of the Class 1 Period, the remainder of the Class 2 period, if any, will automatically resume and continue as if the Class 1 period had not been implemented.

CONTRACT PERIOD

The Contract Period for service under this Rider shall continue until terminated by Customer or Company by giving not less than thirty (30) days written notice to the other party.

GENERAL

Company will not install transformation capacity or other facilities which exceed Customer's requirement during non-Incremental Power Periods. Demands established during Incremental Power Periods shall not serve to satisfy Contract obligations of Customer.

Decisions to institute, extend, or terminate an Incremental Power Period rest solely with Company.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

Supersedes Rider IPS-6 Effective for bills rendered on and after July 1, 2005 SCPSC Docket No. 94-766-E, Order No. 98-1031

RIDER IPS-6A Sheet 3 of 3

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

ECONOMIC REDEVELOPMENT RIDER ERD-4A

AVAILABILITY

Available, only at Company's option, to nonresidential establishments receiving service under Company's Medium General Service, Small General Service (Time-of-Use), Large General Service, or Large General Service (Time-of-Use) Schedules provided that the premise served is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with an existing premise served or previously served by Company, provided the premise is unoccupied and otherwise dormant for a minimum period of 60 days, as determined by Company. The Rider shall be available for applications until December 31, 2006, unless the availability is extended by Company. The Load eligible under this Rider must be a minimum of 500 kW at one point of delivery. In addition, the requested service necessary to serve the New Load must not result in additional investment in distribution facilities by Company, other than minor alternations to accommodate Customer's electrical requirements. To qualify for service under this Rider, Customer must meet the qualifications under A. or B. below:

- A. Customer employ an additional workforce in Company's service area of a minimum of thirty-five (35) full time equivalent (FTE) employees. Employment additions must occur following Company's approval for service under this Rider.
- B. Customer's New Load must result in capital investment of two hundred thousand dollars (\$200,000), provided that such investment is accompanied by a net increase in full time equivalent employees employed by Customer in Company's service area. The capital investment must occur following Company's approval for service under this Rider.

This Rider is not available to a new customer which results from a change in ownership of an existing premise. However, if a change in ownership occurs after Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider ERD and continue the schedule of credits outlined below. This Rider is also not available for resumption of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for: (1) load shifted from one establishment or delivery on Company's system to another on Company's system; (2) short-term, construction, or temporary service; or (3) for service in conjunction with Economic Development Rider ED or a curtailable load rider.

DEFINITIONS

New Load

New Load is that which is added to Company's system by a customer beginning the occupation of an existing unoccupied premise.

Delivery Date

The Delivery Date is the first date service is supplied under the contract.

Operational Date

The Operational Date shall be the date the premise is fully operational, as declared by the Customer, but shall be no more than twelve (12) months after the Delivery Date.

SERVICE REGULATIONS

1. SERVICE AGREEMENT

- Description: The Service Agreement (hereinafter sometimes termed "Agreement") shall consist (a) of (1) Company's form of Application for Supply of Electricity, when signed by Customer and accepted by Company, (2) the applicable Schedule and Riders and (3) these Service Regulations, and all changes, revisions, alterations therein, or substitutions therefor lawfully made; provided that when the requested supply of electricity (1) is for residential uses or (2) is for other uses when the Customer's contract demand (a) is initially not more than 200 kW or (b) does not require an increase in Company's facilities when the demand increases above 200 kW, and (3) when no extra charges for installation or other special contractual provisions are involved, the Customer's application and the Company's acceptance thereof may be verbal, and in such event the Company's applicable Schedule, Riders and these Service Regulations shall be effective in the same manner as if Company's form of Application for Supply of Electricity had been signed by Customer and accepted by Company. Such a verbal Service Agreement shall be conclusively presumed, when there is no written application by a Customer accepted in writing by the Company, if electricity supplied by the Company is used by Customer or is used on Customer's premises.
- (b) <u>Application of Service Regulations and Schedules</u>: All Service Agreements in effect at the time of the approval hereof or that may be entered into in the future, are made expressly subject to these Service Regulations, and subject to all applicable Schedules and Riders, and any changes therein, substitutions therefor, or additions thereto lawfully made.
- (c) <u>Selection of Optional Schedules</u>: Where two or more rate schedules and/or riders are available, Company will attempt to assist Customer to a reasonable extent in determining which rate schedule and/or rider to select. It is the Customer's right and responsibility to select the available rate and/or rider. The Company will not assume responsibility for this choice since the control of the electric usage is under Customer's ultimate control.
- (d) <u>Conflicts</u>: In case of conflict between any provision of a Schedule or Rider and of these Service Regulations, the provision of the Schedule or the Rider shall prevail.
- (e) <u>Transfer of Agreement</u>: A Service Agreement between the Company and Customer may be transferred and assigned by the Customer to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is being served under such Agreement, subject to the written approval of the Company. The Company will grant such approval upon being reasonably satisfied that the assignee will fulfill the terms of the Agreement and if, at Company's option, a satisfactory guarantee for the payment of bills is furnished by assignee.
- (f) Suspension of Billing Under Agreement at Customer's Request: If Customer is temporarily unable to take the electricity contracted for due to physical destruction of or damage to his premises, Company will, upon written request of Customer, and for a period reasonably required to replace or repair such premises, suspend billing under the Agreement effective with the beginning of the next ensuing billing period. However, if Customer desires to use electricity in a lesser amount than the minimum provided in the Agreement it will be supplied and billed under Company's Schedule and Riders applicable to his use.

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ground then existing or which may subsequently occur.

Any suspension of the delivery of electricity by Company or termination of the Agreement upon any authorized grounds shall in no wise operate to relieve Customer of his liability to pay for electricity supplied, nor shall it relieve Customer (1) of his liability for the payment of minimum monthly charges during the period of suspension, nor (2) of his liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement plus (b) the termination charges provided for in paragraph 1(g) above. Whenever the supply of electricity is suspended for any authorized reason, Company will make a charge of \$15.00 for the restoration of service made during the normal business hours of Company or \$15.00 for the restoration of service made during all other hours.

2. CONDITIONS OF SERVICE

- (a) Company is not obligated to supply electricity to Customer unless and until: (1) Company's form of Application for Supply of Electricity is executed by Customer and accepted by Company; (2) in cases where it is necessary to cross private property to deliver electricity to Customer, Customer conveys or causes to be conveyed to Company, without cost to Company, a right of way easement, satisfactory to Company, across such private property for the construction, maintenance, and operation of Company's lines and facilities, necessary to the delivery of electricity by Company to Customer: provided, however, in the absence of a formal conveyance, Company, nevertheless, shall be vested with an easement over Customer's premises authorizing it to do all things necessary to the construction, maintenance, and operation of its lines and facilities for such purpose; (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company.
- (b) If Company installs a substation or other facilities for service to Customer, any available capacity of such facilities not needed to supply Customer may be used by Company to supply others.
- (c) Company may refuse to furnish electric service to any Applicant, or Customer, who at the time is indebted to Company for electric service previously supplied to such Applicant or Customer, or any other member of his household, or business, in any area served by Company.

3. SERVICE CHARGE

When Company first supplies electricity under any applicable metered Schedule, Customer shall pay Company a service charge of \$15.00, except a Landlord Agreement Customer shall pay a service charge of \$9.00, which shall be in addition to all other charges under the Service Agreement. This service charge shall become a part of the first bill rendered thereafter to Customer for electricity supplied at such premises unless it is paid in advance of the rendition of such bill.

4. DEPOSITS

The collection of Customer deposits shall be in accordance with Section 103-331 of the Rules and Regulations Governing Service Supplied by Electric Systems in South Carolina issued by the Public Service Commission of South Carolina.

The Company reserves the right to reduce its facilities to the capacity adequate to serve the Customer's maximum 15-minute demand of the preceding twelve billing months and to amend the Service Agreement to such maximum demand. If Customer desires that Company not change its facilities, Company may agree to do so provided Customer executes a Service Agreement for the amount such facilities were installed to serve.

(c) If Customer increases his load without adequate notice to Company, and without receiving Company's consent, and such unauthorized increase causes loss of or damage to Company's facilities, the cost of making good such loss or repairing such damage shall be paid by Customer.

7. LOW POWER FACTOR ADJUSTMENT

Customer shall at all times maintain a power factor at the point of delivery as nearly 100 percent as practicable; however, if Customer's power factor is found to be less than 85%, Company will increase the monthly bill by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAR) registered or computed by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

8. BILLING

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- (a) Company's meters will be read and bills rendered monthly at regular intervals of approximately 30 days. (By special order of the regulatory agencies bimonthly reading is permitted under certain conditions.)
- (b) If Company is unable to read Customer's meter for any reason, his use may be estimated by Company on the basis of his use during the next preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (c) The term "Month" or "Monthly" as used in Company's Schedules and Riders refers to the interval transpiring between the previous meter reading date and the current reading date and bills shall be rendered accordingly, except that if the period covered by an initial or final bill or due to rerouting of meter reading schedule is more or less than 28-34 days, the bill will be prorated based on a 30-day billing month.

9. METER STOPPAGE OR ERROR

In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured usage for the period of time the meter was shown to be in error, not exceeding 60 days, just prior to the removal of such meter from service. Company shall refund or credit to Customer or Customer shall pay to Company the difference between the amount billed and the estimated amount which would have been billed had the meter not exceeded the allowable limits. No part of any minimum service charge shall be refunded.

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Company to supply electricity to a single premises in a special manner requiring facilities over and above those normally provided by Company, such additional facilities will be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
- (2) Customer will pay to Company a Monthly Facilities Charge of 2.0 percent of the estimated original installed cost and rearrangement cost of all facilities required, including metering, in addition to those Company would have provided, but not less than \$25 per month.
- (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in facilities necessary to supply Customer's special electric requirements (including conversion of the primary voltage to a higher voltage), the monthly charge for providing the additional facilities will be adjusted at that time. The Customer may terminate the additional facilities in accordance with the applicable termination provisions or continue the additional facilities under the changed conditions.
- (4) In lieu of the Monthly Facilities Charge of 2.0 percent, Customer may elect to make a contribution for the additional facilities as determined in 11(a)(2) and (3) above. After such payment, the Monthly Facilities Charge for the additional facilities will be 1.0 percent of said payment.
- (5) When Customer desires more than one point of delivery to a single premises at one or more voltages with a meter installation, acceptable to Company, to obtain the total kilowatt-hours and simultaneous kilowatts of demand, Company will furnish such service under the applicable terms and conditions of this Section 11.
 - Only those points of delivery located external to Customer's plant structure may be included in a totalized metering system arrangement. In case of a primary meter installation, the installed cost of metering equipment will not be included as additional facilities nor will the metering equipment be compensated for line or transformation losses.
- (6) Company shall not be required to make such installation of facilities in addition to those normally provided until Customer has signed such agreements, including provisions for termination, as may be required by Company.
- By Customer: Customer shall install, own, operate and maintain all lines, service conductors, meter bases, and equipment, exclusive of Company's meter and meter transformers on Customer's side of the point of delivery and Customer will be the owner and have exclusive control thereof as well also as of all electricity after it passes the point of delivery. Customer shall so arrange his wiring that all electricity for one type of use can be supplied at one point of delivery and measured by a single meter. Except under special circumstances, Company's meter will be located on Customer's side of the point of delivery, and when it is to be so located Customer must make suitable provisions in his wiring for the convenient installation of the type of meter Company will use, and at a place suitable to Company. Customer's service entrance conductors shall not be installed within hollow walls unless the conductors are in conduit. Service entrance conductors not installed in conduit must be readily visible on the source side of Company's meter. Where a socket-type meter is to be used, Customer will provide, install at a place suitable to Company, own, and maintain a meter base or meter/switch enclosure to accommodate Company's meter under the following conditions: (1) the meter base or

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In the event of an adverse condition or disturbance on the system of Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, Company may, without incurring liability, interrupt service to customers or areas and take such other action as appears reasonably necessary.

Customer assumes responsibility for and shall indemnify, defend, and save the Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Customer and his employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Customer's side of the point of delivery.

13. GOVERNMENT RESTRICTIONS

The delivery date, quantity, and type of electricity to be supplied by Company are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency or shortage due to war or catastrophe, or during the duration thereof, all without liability on the part of the Company therefore.

14. COSTS INCURRED IN PREPARING TO SERVE CUSTOMER

If a prospective customer advises Company that he intends to contract for electric service with Company, and Company incurs costs in preparing to furnish service to him, and thereafter he fails to enter into a written Service Agreement with Company within a reasonable time after the date when he advises Company that he expects to begin receiving service, then such prospective customer shall be liable to Company for all costs reasonably incurred by Company in preparing to serve him.

15. SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

16. GENERAL

- (a) Whenever the term "service" or "electric service" is used in these Service Regulations or other portions of the Agreement, it shall be construed to refer to the electricity supplied to Customer.
- (b) The term "Company's service conductors" means Company's wires extending from the point of connection with Company's supply line to the point of delivery.
- (c) The term "Customer's service conductors" shall mean Customer's wires extending from the point of delivery to the switch box or other point where the branch circuits connect for the purpose of distributing the electricity taken from Company to his various places of use.

LINE EXTENSION PLAN E-39

I. AVAILABILITY

This line extension plan is applicable to distribution line extensions to all retail service.

Line extensions installed after February 27, 1987, for which service agreements were executed under Underground Installation Plans R-7 and R-7A, prior to February 27, 1987, will be in accordance with the provisions of this Plan. Any deposits held for excess idle facilities under Underground Installation Plans R-7 or R-7A are no longer subject to refund.

II. DEFINITIONS

A. ABNORMAL INSTALLATIONS

Abnormal Installations include the following:

1. Abnormal Construction

Abnormal construction costs are incurred when physical obstacles or adverse conditions preclude the use of Company's standard construction methods, or excessive labor is necessary to install the Company's facilities to serve the Customer. Abnormal Construction includes (but is not limited to) the following conditions: the composition of the land where underground facilities are to be installed is such that Company's standard construction equipment cannot be used to complete the installation, or excessive labor is required to complete the installation; special equipment and materials are needed for stream crossing structures or concrete structures; explosives are required; abrupt changes in final grade levels exceed a slope ratio of one when measured within three feet of the trench; or, cost is incurred in order to comply with requirements, if any, of the municipalities, counties, State and Federal highway agencies or departments regarding the replacement of pavement, ditching, compaction, backfilling, or other related conditions. Also, when it is necessary to install underground facilities under existing streets, sidewalks, patios, or other paved areas, the Customer shall contribute the additional costs to install the Company's facilities had these physical obstructions not been present.

2. Abnormal Design

Abnormal design costs are incurred when the Customer requests facilities or construction methods that exceed the Company's standard engineering design practices and/or the standard design for normal service for a specific Customer.

Where abnormal installation costs are incurred by the Company, the Customer shall, in addition to any other charges contained in this Plan, pay for the excess costs incurred by the Company. Any Company facilities considered by the Company to be additional facilities in accordance with the Company's Service Regulations, Provision 11.(a) <u>INSTALLATIONS</u> or its successor, shall not be treated as abnormal installation costs in this Line Extension Plan.

G. PUBLIC ROAD

A Public Road is a street or roadway that has been dedicated and accepted for unrestricted public use by the applicable state, county, or city agency, except that a Public Road does not include controlled access roads (such as Interstate highways), or other roads, highways, streets, or parkway areas otherwise restricted for access or development purposes.

H. REAL ESTATE DEVELOPMENT

A Real Estate Development is a residential subdivision, commercial park, industrial park, mobile home park, apartment complex, planned area development, or other similar type development consisting of four or more contiguous lots recorded with the appropriate County Registry where permanent electric service will be provided to four or more customers.

I. REVENUE CREDIT

The Revenue Credit is the amount equal to the number of years in the initial term of the Service Agreement(s), up to but not more than two years (five years for the extension of single-phase primary distribution facilities to an individual residential dwelling unit other than a Nonpermanent Manufactured Home or any structure classified as a Temporary Service Customer), times: (a) the estimated annual revenue, minus (b) the estimated annual kilowatt-hours multiplied by 2.867 cents per kilowatt-hour. The estimated annual revenue shall be determined by the Company for the new or additional load and shall be based upon the charges set forth in the applicable rate schedule(s).

J. TEMPORARY SERVICE

A Temporary Service Customer is any residential or nonresidential customer whose electric service needs are for less than a 12-month continuous period and the Company's facilities installed to serve the Customer shall not be needed to serve other customers in the near future. Customers requesting electric service to vehicles or structures designed or used to provide mobility and/or nonpermanent living accommodations (including, but not limited to, boats, campers, motor homes, and recreational vehicles) shall also be classified as Temporary Service Customers.

III. EXTENSION OF SERVICE

A. SINGLE-PHASE SERVICE TO INDIVIDUAL CUSTOMERS

1. Extensions Involving Only Secondary Service

The Company will construct, own, operate, and maintain the overhead service facilities necessary to provide service from an overhead secondary source or an underground service lateral from an underground secondary source to the Normal Point Of Delivery to all customer-requested facilities except Nonpermanent Manufactured Homes (see III.A.3. below), Temporary Service Customers (see III.C. below), or Construction Service Customers (see III.D. below) at the Company's expense, except that the Customer shall pay for any abnormal installation costs as determined by the Company.

service for a Nonpermanent Manufactured Home at the Company's expense, provided the service requires no more than the installation of one secondary service pole and/or a transformer in addition to an overhead 120/240 volt service. For a Point of Delivery other than the Normal Point Of Delivery, the Customer shall pay \$0.81 per foot of additional overhead service length, plus \$181.00 for each secondary service pole in excess of that needed to serve the Normal Point of Delivery.

If the Customer requests underground service, or if an extension or relocation of overhead or underground primary facilities is required, the Customer shall pay the Construction Cost plus any abnormal installation costs as determined by the Company.

B. THREE-PHASE SERVICE TO INDIVIDUAL CUSTOMERS

1. Extensions Involving Only Secondary Service

The Company will construct, own, operate, and maintain all overhead and/or underground distribution facilities necessary to extend three-phase secondary electric service to the Normal Point Of Delivery at the Company's expense, except that the Customer shall pay for any estimated abnormal installation costs as determined by the Company, plus the Construction Cost minus the Revenue Credit (see II.I. above).

For Points of Delivery other than the Normal Point Of Delivery which cause the Company to incur costs in excess of that required to serve the Normal Point Of Delivery, the Customer shall pay for such additional cost.

2. Extensions Involving Primary Distribution Facilities

The Company will construct, own, operate, and maintain all primary and secondary distribution facilities necessary to extend three-phase service to the Normal Point Of Delivery at the Company's expense, except as provided below.

For the three-phase overhead line extension to all customer-requested facilities except Temporary Service Customers (see III.C. below) or Construction Service Customers (see III.D. below), the Customer shall pay the amount by which the Construction Cost exceeds the Revenue Credit (see II.I. above).

For an underground three-phase extension to all customer-requested facilities except Temporary Service Customers (see III.C. below) or Construction Service Customers (see III.D. below), the Customer shall pay for any estimated abnormal installation costs as determined by the Company, plus the Construction Cost of primary and secondary facilities minus the Revenue Credit (see II.I. above).

For Points of Delivery other than the Normal Point Of Delivery that cause the Company to incur costs in excess of that needed to serve the Normal Point Of Delivery, the Customer shall pay for such additional costs.

C. TEMPORARY SERVICE

For overhead single-phase 120/240 volt secondary service extensions requiring a service drop only, the Customer shall pay \$47.00, plus \$0.31 per foot of service length. For up to

system within the Real Estate Development in which it is contemplated that individual lots will be sold or leased. The developer requesting the basic distribution system shall pay any amount by which the Construction Cost exceeds the estimated Revenue Credit (based on a two-year term) from the development, plus any estimated abnormal installation costs as determined by the Company.

The Revenue Credit for an individual customer within a nonresidential Real Estate Development or a residential development within a planned area development shall be prorated between the developer and customers based on the ratio of the Construction Cost for the developer or customer to the Construction Cost for the entire development. The Customer may be an individual customer or a subdeveloper of the nonresidential Real Estate Development or planned area development.

3. Idle Facilities Deposits

The Company may in its discretion limit installation of the Company's electrical facilities in a Real Estate Development to that area which in the Company's judgment is likely to be occupied within a reasonable period of time, in order to avoid excess investment in idle facilities. The developer may obtain installation in the additional area by paying a deposit, or, at the Company's option, providing a letter of credit or surety bond in lieu of a deposit, equal to the total estimated installed cost of the facilities to serve the additional area. Idle Facilities Deposits are reviewed annually and will be refunded based on the pro rata portion of the Company's idle facilities needed to serve customers during the preceding 12 months. Any deposit held by the Company for five years or more shall not be refunded.

4. General

In advance of any design work by the Company, the developer of a Real Estate Development shall be responsible for providing to the Company an estimate of electrical loads within the development, and a surveyor's recorded plot plan with premise addresses for each lot. In the case of a mobile home park or multi-family project, the plot plan shall indicate the location of each structure within the development. The developer recognizes and acknowledges that the Company will rely upon such information in sizing and installing the facilities necessary to serve the development.

Each individual customer within the development will be served in accordance with III.A., B., C., or D. above, and shall be subject to any applicable Customer payment obligation.

When the Company's existing facilities within a Real Estate Development must be rearranged and/or abandoned due to any actions of the original owner or developer, or any subsequent owner(s) or developer(s) within the development, the party requesting the changes shall pay: 1) the Construction Cost of relocating the facilities, plus 2) the installed cost plus removal cost less salvage value for any facilities removed or abandoned.

3. Replacement of General Overhead Distribution Facilities with Underground Facilities

For installations not otherwise covered by other sections of this Plan or rate schedules, or which include more facilities than are covered by other sections of this Plan, the Company shall replace overhead distribution facilities with underground facilities subject to the following conditions:

- (a) The party requesting the conversion shall deposit with the Company the estimated cost of the engineering study necessary to determine the cost of converting to underground facilities. If within one year after the date of the deposit an agreement is reached for converting the distribution facilities to underground facilities, the deposit shall be credited to the contribution required by the requesting party. Should an agreement not be executed within one year, the deposit shall not be refunded or credited to the requesting party.
- (b) The area to be converted shall be the area that the Company considers engineeringly feasible, but normally will not be less than three contiguous city blocks or 1,300 linear feet.
- (c) The party requesting the conversion shall arrange with all customers affected thereby to receive, at locations designated by the Company, electric service of the type and voltage available from the underground system. The area being converted shall be declared an underground area and only underground service will be available within such area. Underground service to future customers within the area shall be provided in accordance with III.A., B., C., D., and E. of this Plan.
- (d) The party requesting the conversion shall pay the sum of the net investment depreciated in existing overhead facilities plus the estimated cost of underground facilities, plus the cost of removing and rearranging the overhead facilities, less the salvage value of the overhead facilities being removed, less the estimated cost of new overhead facilities. If the Company is having to rebuild its overhead facilities within the area, such as relocating its facilities due to a street widening, the payment to the Company shall be reduced by the estimated cost of such work exclusive of the cost of rights of way, clearing, and street lighting.
- (e) Street lighting service and conversion to underground facilities shall be in accordance with the Company's filed street lighting schedules.
- (f) The party requesting the conversion shall provide the Company the necessary rights of way and clearing thereof, at no cost to the Company, for the installation of the Company's underground facilities. Such rights of way and clearing will include the necessary space for the Company to install any required vaults, pad mounted transformers, or other associated equipment.
- (g) The party requesting the conversion shall be responsible for placing all traffic and other control circuits underground.

The Customer may be allowed to perform certain tasks in accordance to the Company's specifications to reduce the Customer payments contained herein, provided the Company determines that the Customer's work will not reduce the quality of the installation and maintenance of the facilities to be installed. Such tasks include trenching, right of way clearing for overhead facilities, rock removal, and cutting and replacing pavement and other obstructions that would impede the Company from using normal construction materials and equipment, which the Company determines would not reduce the quality of the installation and maintenance of the facilities to be installed. When the Customer elects to perform such work, the Customer shall be solely responsible for obtaining all necessary permits and for complying with all state and federal laws and regulations.

When area or street lighting is installed as a part of and at the same time as the other Company facilities as stated in III.A., B., and E. above, the payments normally required for underground service and abnormal soil conditions as stated in the Area Lighting and Street Lighting Service Schedules shall not be applicable; instead, the estimated installed cost of the underground lighting circuit shall be included in the Construction Cost and any payments for abnormal installations, as defined in II.A. above, shall apply. For the Customer served as stated in III.A.1. requesting area or street lighting facilities, the Customer's payment, if any, shall be the Construction Cost minus the Revenue Credit (see II.I. above), plus any payments for abnormal installations, as defined in II.A. above, but shall not exceed the charges for underground service and abnormal soil conditions as determined by the Company, as required in the applicable lighting schedule.

In the event there is a disagreement between the Customer and the Company regarding the Revenue Credit (see II.I. above), the Company's calculations shall be used. However, the amount of the Customer payment in question shall be declared a deposit. The Revenue Credit shall be recalculated two years following the date the deposit was received by the Company using the Customer's actual usage for the past 12 months. The Customer shall receive a refund not to exceed the deposit plus applicable interest, should the recalculated Revenue Credit exceed the original Revenue Credit. The rate of interest shall be the rate paid by the Company for electric service deposits. If the recalculated Revenue Credit is less than the Company's original calculated Revenue Credit, however, the Customer shall contribute to the Company an amount equal to the difference between the two Revenue Credit calculations. Deposits held by the Company beyond the two-year review period will not be refunded.

The Company will only collect payments under this Plan totaling fifty dollars (\$50.00) or more.

Whenever the Revenue Credit exceeds the Construction Cost, the difference shall always be expressed as zero.

C. TYPE OF FACILITIES

The Company shall have the right to install an overhead or underground distribution system at its option. However, if the Customer or developer requests, or a city ordinance or other legal restriction requires that such lines be placed underground rather than overhead, the Customer or developer shall pay for all costs associated with such service pursuant to this Plan.

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc.

STANDARD SERVICE VOLTAGES AVAILABLE FROM DISTRIBUTION CLASS FACILITIES (SEE COMMENTS CONCERNING SPECIFIC VOLTAGES)

A. Residential Service (+/- 5%)

Nominal	Voltage Range		
<u>Voltage</u>	<u>Minimum</u>	<u>Base</u>	<u>Maximum</u>
120*	114	120	126
120/240*	114/228	120/240	126/252
240/120	228/114	240/120	252/126
208Y/120	198Y/114	208Y/120	218Y/126

B. Specifically for Lighting Purposes (+/- 5%)

Voltage Range		
<u>Minimum</u>	<u>Base</u>	<u>Maximum</u>
		106
114	120	126
114/228	120/240	126/252
228/114	240/120	252/126
198Y/114	208Y/120	218Y/126
456Y/263	480Y/277	504Y/291
3950Y/2280	4160Y/2400	4370Y/2520
6840	7200	7560
11850Y/6840	12470Y/7200	13090Y/7560
12540	13200	13860
21720Y/12540	22860Y/13200	24000Y/13860
	Minimum 114 114/228 228/114 198Y/114 456Y/263 3950Y/2280 6840 11850Y/6840 12540	Minimum Base 114 120 114/228 120/240 228/114 240/120 198Y/114 208Y/120 456Y/263 480Y/277 3950Y/2280 4160Y/2400 6840 7200 11850Y/6840 12470Y/7200 12540 13200

C. Other Retail Service (+/- 10%)

Nominal	Voltage Range			
<u>Voltage</u>	<u>Minimum</u>	Base	<u>Maximum</u>	
120*	108	120	132	
120/240*	108/216	120/240	132/264	
240/120	216/108	240/120	264/132	
208Y/120	188Y/108	208Y/120	229Y/132	
480Y/277	432Y/249	480Y/277	528Y/305	
480	432	480	528	
600	518	575	633	
4160Y/2400	3740Y/2160	4160Y/2400	4580Y/2640	
7200*	6480	7200	7920	
12470Y/7200	11 22 0Y/6480	12470Y/7200	13720Y/7920	
13200*	11880	13200	14520	
22860Y/13200	20570Y/11880	22860Y/13200	25150Y/14520	

^{*}Single Phase Voltages - all other three phase

South Carolina Standard Service Voltages

Rev. 7/1/05

Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. (South Carolina Only)

COGENERATION AND SMALL POWER PRODUCER SCHEDULE CSP-21B

AVAILABILITY

This Schedule is available for electrical energy and capacity supplied by Seller to Company if Seller is a Qualifying Facility as defined by the Federal Energy Regulatory Commission's (FERC) Order No. 70 under Docket No. RM79-54.

This Schedule is not available for electric services supplied by Company to Seller or for Seller with Contract Capacity greater than 5 MW. If Seller requires supplemental, standby or interruptible services, Seller shall enter into a separate service agreement with Company in accordance with Company's applicable electric rates, riders, and Service Regulations on file with and authorized by the state regulatory agency having jurisdiction.

This Schedule is not available for electrical Capacity and Energy supplied by Seller which enters the Company's transmission system.

APPLICABILITY

This Schedule is applicable to all electric energy and capacity supplied by Seller to Company at one point of delivery through Company's metering facilities.

CONTRACT CAPACITY

The Contract Capacity shall be the normal net maximum dependable capacity of the qualifying facility and shall not exceed the nameplate generating capacity.

MONTHLY RATE

Payment

For Qualifying Facilities classified as New Capacity in accordance with FERC Order No. 69 under Docket No. RM79-55, Company will pay Seller a monthly credit equal to the sum of the Energy and Capacity Credits reduced by both the Seller Charge and any applicable Interconnection Cost. For Qualifying Facilities classified as other than New Capacity in accordance with the above FERC Regulations, Company will pay Seller a monthly credit equal to the Energy Credit reduced by both the Seller Charge and any applicable Interconnection Cost.

Energy Credit

Company shall pay Seller a monthly Energy Credit for all energy delivered to Company's system as registered or computed from Company's metering facilities. The Energy Credit shall be:

1.732¢ per kWh for all On-Peak kWh 1.526¢ per kWh for all Off-Peak kWh

INTERCONNECTION COSTS

The installed costs for all facilities constructed or installed by Company to interconnect and safely operate in parallel with Seller's equipment shall be determined in accordance with Company's Terms and Conditions For The Purchase of Electric Power.

Supersedes Schedule CSP-17B Effective: July 1, 2005 SCPSC Docket No. 95-1192-E, Order No. 96-570

CSP-21B Sheet 3 of 3

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF ELECTRIC POWER FROM FACILITIES OF 5 MW OR LESS

1. GENERAL PROVISIONS

- (a) <u>Application of Terms and Conditions, Schedules, and Riders</u> All previous agreements in effect at the time of the approval hereof or that may be entered into in the future, are made expressly subject to these Terms and Conditions, and subject to all applicable Schedules and Riders, and any Commission approved changes, revisions or alterations.
- (b) <u>Conflicts</u> In case of conflict between any provision of a Schedule or Rider and of these Terms and Conditions, the provision of the Schedule or Rider shall prevail.
- (c) Transfer of Agreement The Agreement may be transferred and assigned by Seller to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is interconnected under the Agreement, subject to the written approval of Company. Company will grant such approval upon being reasonably satisfied that the assignee will fulfill the terms of the Agreement and if, at Company's option, a satisfactory guarantee for the payment of any applicable bills is furnished by assignee.
- (d) Suspension of Sales Under Agreement at Seller's Request If Seller is temporarily unable to produce the electricity contracted for due to physical destruction of, or damage to, his premises, Company will, upon written request of Seller, and for a period Company deems reasonably required to replace or repair such premises, suspend billing under the Agreement, exclusive of any Monthly Facilities Charges, effective with the beginning of the next sales period provided the term of the Agreement is extended for an equivalent length of time. If Seller desires to produce electricity in a lesser amount than that provided in the Agreement, it will be purchased, by Company, under Company's schedules and riders applicable to that level of production; however, such purchases will not limit the extension of the term of the Agreement.
- Termination of Agreement at Seller's Request If Seller desires to terminate the Agreement, Company will agree to such termination if Company is satisfied that Seller no longer can produce electricity at the premises and all bills for services previously rendered to Seller, plus any applicable termination charges, have been paid. Termination charges shall consist of (1) where Seller's additional facilities are discontinued or terminated in whole or in part before Company's then existing additional facilities have been in service ten consecutive years, if served from Company's distribution system, or twenty consecutive years, if served from Company's transmission system, a termination charge to be determined by adding to the estimated original installed cost of said additional facilities, an estimated removal cost, subtracting therefrom the estimated salvage value of such facilities, which amount will then be reduced 10% for each full year the additional facilities shall have been in service, if served from Company's distribution system, or 5%, if served from Company's transmission system, (2) a termination charge as specified in the Agreement for nonstandard equipment associated with additional facilities, and (3) any applicable termination charges for premature termination of capacity as set forth in Company's filed tariffs and Section 4(d) and 5 of these Terms and Conditions.

easement, satisfactory to Company, across such private property which will provide for the construction, maintenance, and operation of Company's lines and facilities, necessary to receive electricity from Seller; provided, however, in the absence of a formal conveyance, Company nevertheless, shall be vested with an easement over Seller's premises authorizing it to do all things necessary including the construction, maintenance, and operation of its lines and facilities for such purpose; and (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company. Where not required by law, an inspection by a Company-approved inspector shall be made at Seller's expense. In the event Seller is unable to secure such necessary rights-of-way, Seller shall reimburse Company for all costs Company may incur for the securing of such rights-of-way.

- (b) Seller's interconnection facilities shall be designed to accepted engineering standards and Seller shall submit a facility description, including equipment specifications, to Company for review prior to the connection of said facility and equipment to Company's system. Company's review shall not be construed as confirming nor endorsing Seller's design nor as any warranty as to the safety, durability, or reliability of Seller's facility or equipment. Company shall not, by reason of its review or failure to review, be responsible for the reliability, design, adequacy, safety, or capacity of Seller's facility or equipment, nor shall Company's acceptance be deemed to be an endorsement of any facility or equipment.
- (c) If electricity is received through lines which cross the lands of the United States of America, a state, or any agency or subdivision of the United States of America or of a state, Company shall have the right, upon 30 days' written notice, to discontinue receiving electricity from any Seller or Sellers interconnected to such lines, if and when (1) Company is required by governmental authority to incur expense in the relocation or the reconstruction underground of any portion of said lines, unless Company is reimbursed for such expense by Sellers or customers connected thereto, or (2) the right of Company to maintain and operate said lines is terminated, revoked, or denied by such governmental authority for any reason.

3. PURCHASES OF ELECTRICITY

If Seller desires to purchase electricity from Company through the same point of interconnection used by Seller in supplying power to Company, and Company approves, then Seller shall execute a separate agreement for such purchases in accordance with Company's Rate Schedules, Riders, and Service Regulations as filed with the regulatory authority having jurisdiction. Company's purchases of electricity from Seller and sales to Seller shall be separately metered.

4. CONTRACT CAPACITY

- (a) The Contract Capacity shall be the kW of capacity specified in the Agreement. In cases where any change is required in Company's facilities due to the actual capacity delivered exceeding the Contract Capacity or due to Seller requesting an increase in the capacity of Company's facilities, Company may require Seller to execute a new agreement or amend an existing Agreement, thereby establishing a new Contract Capacity. If Company's facilities cannot be upgraded to accept such actual or requested increase, then upon written notice, Seller shall not exceed the existing Contract Capacity or such amount in excess thereof as Company determines it is able to accept.
- (b) If Seller increases his generating capacity without adequate notice to Company, and without receiving Company's consent, and such unauthorized increase causes loss of or damage to Company's facilities, Seller shall reimburse Company for all such losses and/or damages.
- (c) Either Company or Seller may require that a new Contract Capacity be determined when it

7. BILLING

- (a) Company's meters will be read as nearly as practicable at regular intervals of not less than 28 days and not more than 34 days.
- (b) If Company is unable to read its purchase meter for any reason, Seller's production may be estimated by Company on the basis of Seller's production during the preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill or payment rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (c) The term "Month" or "Monthly", as used in Company's Schedules and Riders, refers to the interval transpiring between the previous meter reading date and the current reading date and bills shall be rendered accordingly, except that if the period covered by an initial or final bill, or due to rerouting of the meter reading schedule, is more or less than 28-34 days, the bill will be prorated based on a 30-day billing month.
- (d) Payments for capacity and/or energy will be made to Seller based on the rate schedule stated in the Agreement.

8. METER STOPPAGE OR ERROR

In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured energy for the period of time the meter was shown to be in error, not exceeding 60 days, just prior to the removal of such meter from service and shall, as provided in the rules and regulations of the state regulatory body having jurisdiction, pay to Seller, or Seller shall refund to Company, the difference between the amount billed and the estimated amount which would have been billed had the meter not exceeded the allowable limits. No part of any minimum service charge shall be refunded.

9. POINT OF INTERCONNECTION

The point of interconnection is the point where Company's conductors are, or are to be, connected to Seller's conductors. Seller shall do all things necessary to bring his conductors to such point of interconnection for connection to Company's conductors, and shall maintain said conductors in good order at all times. If Seller chooses to deliver power to Company through a point of delivery where Seller presently receives power from Company, then the point of interconnection shall be the same point as the point of delivery.

10. INTERCONNECTION FACILITIES

(a) By Company: Company shall install, own, operate, and maintain all lines and equipment located on its side of the point of interconnection. It shall also install and own the necessary metering equipment, and meter transformers, where necessary, for measuring the electricity delivered to Company, though such meter may be located on Seller's side of the point of interconnection. Interconnection facilities, installed by either Company or Seller, solely for such purpose, include, but are not limited to connection, line extension, transformation, switching equipment, protective relaying, metering, telemetering, communications, and appropriate safety equipment.

Any interconnection facilities installed by Company, as Company in its sole discretion deems necessary to receive power from Seller shall be considered additional facilities and

irregularities on Company's system, including devices to protect against single-phasing. Seller shall also install and maintain such devices as may be necessary to automatically disconnect Seller's generating equipment, which is operated in parallel with Company, when service provided by Seller is affected by electrical disturbances on Company's or Seller's systems, or at any time when Company's system is de-energized from its prime source.

- (c) <u>Access to Premises</u>: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Seller at all reasonable hours for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing Company's property on the premises of Seller, or removing such property at the time of or at any time after suspension of purchases or termination of the Agreement.
- (d) <u>Protection</u>: Seller shall protect Company's wiring and apparatus on Seller's premises and shall permit no one but Company's agents to handle same. In the event of any loss of or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Seller, Seller's employees or agents, Seller shall reimburse Company for all such loss or damage including all repair costs. In cases where Company's service facilities on Seller's premises require abnormal maintenance due to Seller's operation, Seller shall reimburse Company for all such abnormal maintenance.

11. CONTINUANCE OF PURCHASES AND LIABILITY THEREFORE

Company does not guarantee continuous purchases but shall use reasonable diligence at all times to provide for uninterrupted acceptance of electricity and having used reasonable diligence shall not be liable to Seller for damage, for failure in, or for interruptions or suspensions of the same.

Company reserves the right to suspend purchases without liability on its part at such times and for such periods and in such manner as it may deem advisable (a) for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, (b) in cases where in its opinion, the continuance of purchases from Seller's facility would endanger persons or property, and (c) for other reasons as stated in 1.(f) above.

In the event of an adverse condition or disturbance on the system of Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, Company may, without incurring liability, interrupt service to customers or areas, interrupt purchases from sellers, and take such other action as appears reasonably necessary.

Seller shall be responsible for insuring the safe operation of his equipment at all times, and will install and maintain, to Company's satisfaction, the necessary automatic equipment to prevent the backfeed of power into, or damage to Company's de-energized system, and shall be subject to immediate disconnection of his equipment from Company's system if Company determines that such equipment is unsafe or adversely affects Company's transmission/distribution system or service to its other customers.

Seller assumes responsibility for and shall indemnify, defend, and save Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage caused by Seller or Seller's employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Seller's side of the point of interconnection.

Application for Supply of Electricity Form

1.	1. The undersigned, hereinafter called "Customer," hereby applies to Carolinas, Inc., hereinafter called "Company," for the supply of	
	Customer's located at or near	in an initial amount of not less than
	kW, in accordance with the terms hereof, Company's	Schedule No, Rider(s) Noand
	its Service Regulations, a copy of each being attached hereto and h	ereby made a part hereof.
2.		
	frequency and at approximatelyvolts. The main	ntenance by Company of electricity available to Customer
	in the above form, and in the quantity applied for, at the point(s	e) of delivery defined below, shall constitute delivery by
	Company of the electricity applied for whether or not Customer make	es any use thereof.
3.	3. The point(s) of delivery for service supplied hereunder will be	·
4.	4. Upon the acceptance hereof by Company, evidenced by the signal	ure of its authorized representative appearing below, this
	Application shall be an Agreement for the supply of the electricity ap	plied for.
5.	5. Bills rendered for the electricity supplied hereunder are payable at C	ompany's
6.	6. Company will plan for, install, and maintain all the facilities necessa	ary to meet all of Customer's electricity needs now and in
	the future. If service under this Agreement is terminated or Custon	ner requests a contract reduction prior to the expiration of
	five years (ten years if transmission service) from	20, or the date electricity is first taken
	hereunder, whichever is earlier; Customer shall pay Company term	ination or contract reduction charges in accordance with
	Company's Service Regulations contained herein, and any char	ges therein, substitutions therefor, or additions thereto
	lawfully made.	
7.	7. This Agreement and the applicable Schedule, Riders, and Service	Regulations hereto attached are subject to changes or
	substitutions, either in whole or in part, made from time to time by a	
	the regulatory authority having jurisdiction, and each party to t	
	substitutions, in accordance with law, from such regulatory author	ority. Unless specified otherwise, any such changes or
	substitutions shall become effective immediately and shall nullify all	prior provisions in conflict therewith.
8.	8. *Company's obligation to deliver electricity as covered in this Ag	reement on the agreed upon date is contingent upon
	Company's receiving the rights-of-way and receiving the necessary	equipment in sufficient time to install it on or before that
	date.	
9.	•	
	irregularities or outages on Company's system, regardless of the c	ause or fault, including devices to protect against voltage
	fluctuations and single phasing.	
10.	10. Company is not liable for any loss, cost, damage, or expense to an	
	according to the terms of the contract or by any interruption or reve	
	or reversal is due to storm, lightning, fire, flood, drought, strike, or	any cause beyond the control of Company or any other
	cause except willful neglect on Company's part.	
Wit	Witness as to Customer:	0
		Customer
		Title
	ins	day of20
A C /	ACCEPTED: Carolina Dower & Light Company Mail Bill to:	
AU	ACCEPTED: Carolina Power & Light Company Mail Bill to:	
B.,	Rv Name:	
	By Name: Title	
	This day of 20 Address: _	
11116		
	-	

Application For Street Lighting Service Form No. 1

	Date	, 20
Location	(City or Town and State)	, 20
Carolinas, Inc., herein called "Company," for stree	y applies to Carolina Power & Light Company d/b/a Progret lighting service under its applicable Schedule No	and its
representative in the space provided therefor belo hereof for the service requested to begin on	s Application will be evidenced only by the signature of its w and when so accepted it shall constitute an Agreement day of, 20, and continuing until the matically extend (a) for a successive additional period of stension by the continued receipt and use of street lighting ement at the end of the original period or at the end of an s notice in writing to the other part of the intention to term Agreement between the parties concerning the supplying street lighting service.	t as of the date day of years, g service, y extended hinate same. If
change, revision, alteration, or substitution either i approval of the State regulatory commission havin shall immediately become effective as a part of the line the event Customer defaults in payment of bills	for service and by reason thereof the illumination furnish shall not be a abrogation of this Agreement, and Custom	by the order or or substitution ed hereunder is
IN TESTIMONY WHEREOF, Customer, pursuant	to resolution passed by its Board of	, at a
meeting held in	to resolution passed by its Board of on the day of n its corporate name, by its	, and its
corporate seal to be hereto affixed and attested by ATTEST: By Title	ByTitle	
	ACCEPTED: Day of	, 20
	CAROLINA POWER & LIGHT COMPAN	
	Ву	
	Title	

Application for Electric Service for Traffic Signals Form

Ca En sig	rolina, hereinafter called "Customer,' ergy Carolinas, Inc., hereinafter calle	, a municipal corporation of, hereby makes application to Carolina Powered "Company," for electricity for the operation y Company, the agreement of the parties in re	r & Light Company d/b/a Progress and illumination of Customer's traffic
1.	Customer's traffic signals located watereto attached and made a part the	ny event pay for, all the electricity required for vithin or nearnereof, in accordance with the provisions of C d "Exhibit A" and "Exhibit B" respectively, also	and designated on "Exhibit 1," Company's Rate Schedule
2.	The electricity herein applied for sh	all be in the form of single-phase alternating	current at approximately 60 cycles and

- 2. The electricity herein applied for shall be in the form of single-phase alternating current at approximately 60 cycles and approximately 115 volts. The maintenance by Company of such electricity for the operation and illumination of the traffic signals designated on "Exhibit 1" at the point or points of delivery thereof—that is to say, the point where Customer's conductors are connected, or connectable, with Company's conductors for each said signal, or group of signals, shall constitute delivery by Company of the electricity herein applied for and same is to be paid for by Customer regardless of whether it makes use thereof.
- 3. Unless otherwise specified in writing, the point of delivery for each signal, or group of signals (when the group is operated from one controller), shall be at a point on Company's pole approximately one foot below the lowest support carrying Company's secondary distribution conductors supplying the electricity applied for, which pole, unless otherwise specified in writing, shall be the one then supporting Company's said secondary distribution conductors and which pole is so located as to render it most convenient to Company for serving the signal, or group of signals, in question.
- 4. Without rental charge therefor and as a matter of accommodation, Customer may install its traffic signals and appurtenant equipment on such of Company's existing poles as may be designated or approved by Company in writing, but always subject to the following conditions:
 - a) In instances where Company is of the opinion that the pole or poles to which the contemplated traffic signal or signals and appurtenant equipment are to be attached, or suspended from, are inadequate to support the additional strain imposed thereby and if, in the opinion of Company, it is reasonably feasible and safe to install guy wires or take other practicable measures to render such pole or poles capable of safely supporting the contemplated traffic signal or signals and appurtenant equipment, and if Company agrees to make such changes to provide such support, then Customer will reimburse Company for its cost involved in making such changes and additions, payment for which is to be made by Customer promptly upon presentation of bill therefor.
 - b) Such traffic signals and appurtenant equipment shall be installed, maintained, and operated according to good engineering practice and in a manner which, in the judgment of Company's Region Manager, will neither interfere with any of Company's existing lines nor with the future maintenance and operation of said lines.
 - c) Customer will indemnify, save harmless, and defend Company against all liability, loss, cost, damages, judgments, and expenses resulting from or growing out of any injury or claim of injury to persons or property caused or claimed to be caused by the presence, condition, maintenance, operation, and removal of Customer's traffic signals and appurtenant equipment, except such injuries as may result from actionable negligence of Company which is not concurred in by Customer.
 - d) That Customer will neither cause nor permit any person to climb any pole or poles of Company on its behalf for any purpose other than such as may be necessary for the installation, operation, maintenance, and removal of Customer's equipment, and then Customer shall not cause or permit any person to climb such pole or poles or otherwise work on its equipment who is not an experienced lineman and electrician and who does not know and appreciate the danger of electricity and the risks involved in coming in contact with it or in working on or near to wires and other objects charged or liable to be charged therewith.

APPLICATION FOR STANDARD CONTRACT BY A QUALIFYING COGENERATOR OR SMALL POWER PRODUCER

1.	The undersigned, hereinafter called "Seller," hereby requests that Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc., hereinafter called "Company," purchase the electricity supplied to Company's system by Seller's "Qualifying (Cogeneration/Small Power Production) Facility" located at or near			
	No and the (Terms and Conditions for the Purchase of Electric Power/executed Interconnection and Operation Agreement), a copy of each being attached and made a part of this Agreement.			
2.	Electricity supplied, by Seller, hereunder shall be in the form of phase, wires, alternating current of 60 cycles and sufficient power factor to maintain system operating parameters as specified by Company, with a maximum generation capacity of kW and a maximum annual energy production of kWh. Upon the completion of the installation, by Company, of its interconnection facilities at the point of interconnection of Seller's and Company's conductors, Seller shall become responsible for the payment to Company of any and all charges that may apply, whether or not Seller actually delivers any electricity to Company.			
3.	The point of interconnection for the acceptance of Seller's electricity supplied hereunder will be			
	The Company agrees to furnish the following interconnection facilities:			
4.	Upon the acceptance hereof by the Company, evidenced by the signature of its authorized representative in the block provided below, this document together with attachments shall become an agreement for Seller to deliver and sell to Company and for Company to receive and purchase from Seller the electricity generated and declared by Seller from its above-described qualifying generating facility at the rates, in the quantities, for the term, and upon the terms and conditions set forth herein.			
5.	Payment for energy and/or capacity received by Company, or payment by Seller, if any, as set forth in the rate schedule shall be due within 15 days from the date billed, and shall be administered through Company's office.			
6.	The term of this Agreement is from, 20, or from the date Company is first ready to accept electricity from Seller, whichever is earlier, and continuing until, 20			
7.	The Seller hereby certifies that this facility (is/is not) "new capacity," as defined by the Federal Energy Regulatory Commission (FERC), and that construction (was/was not) commenced on or after November 9, 1978.			
8.	Company may terminate this Agreement if Seller is unable to provide generation capacity and energy production consistent with the energy production levels specified in Provision No. 2 above by, 20 This date may be extended by mutual agreement of the parties provided Seller is making progress and a good faith effort to complete the project in a timely manner.			
Wit	tness as to Seller:			
	Title			
	CEPTED: Carolina Power & Light Company Mail Payment/Bill to:			
Titl	e			
Thi	s day of, 20			

PREMIER POWER SERVICE CONTRACT

1.	d/b/a Progress Energy Carolinas, Inc., hereinafter called "Company," for back up electric serv	vice to
	Customer's located at or, in accordance with the terms of Company's Premier I Service Rider PPS, or its successor, a copy attached hereto and hereby made a part h Such backup services (hereinafter "Services") shall be rendered by an on-site generator suppl Company for the purpose of continuing the supply of electricity to Customer's site in the evenormal electric supply is interrupted.	ereof. lied by
2.	2. This contract shall become effective upon the acceptance hereof by Company, evidenced to signature of its authorized representative appearing below, and, in conjunction with Premier Service Rider PPS, shall constitute the Agreement between Customer and Company.	
3.	3. This Agreement shall be an addendum to the Service Agreement executed between the partithe supply of electricity on,, which shall only be modified as se herein.	
4.	 The Monthly Service Payment applicable to the provision of these Services shall be \$ exclusive of North Carolina Sales Tax. 	,
5.	The term of this Agreement is from,, or from the date Services are first taken hereunder and continuing until,, Cor shall exercise reasonable efforts to commence the Services by this date, however, this d based upon an estimate of the time it will take to complete the installation of facilities requiprovide these Services.	ate is
6.	This Agreement is subject to changes or substitutions, either in whole or in part, made from ti time by a legally effective filing of the Company with, or by order of, the regulatory authority in jurisdiction, and each party to this Agreement reserves the right to seek changes or substitution accordance with law, from such regulatory authority. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in continuous.	naving ons, in anges
7.	Company's obligation to deliver the Services as covered in this Agreement on the agreed upon stated above is contingent upon Company receiving the necessary equipment in sufficient to install it on or before that date and Customer providing Company with access to all areas facility necessary to properly install such equipment. The completion schedule for the sufficient shall be equitably adjusted to compensate for any unanticipated work Company many required to perform.	me to of its ubject
CA	CAROLINA POWER & LIGHT COMPANY Customer:	
Ву:	Ву:	
Title	Fitle: Title:	
Dat	Date: Date:	